



Town of Arlington Board of Selectmen

Meeting Agenda

February 27, 2017

7:15 PM

Town Hall Auditorium, 1st Floor, Town Hall

FOR APPROVAL

1. Comcast Cable License Renewal
John Maher, Chair, Cable Advisory Committee
Adam W. Chapdelaine, Town Manager
Douglas W. Heim, Town Counsel

CONSENT AGENDA

2. Minutes of Meetings: February 6, 2017
3. Request: Patriots' Day Committee Events, April 23, 2017
Event Permits Requested for 4/23/17:
a) 53rd Annual Patriots' Day Fun Run at 8:45 a.m. along Massachusetts Avenue;
b) Menotomy Reenactment at 12/Noon at the Jason Russell House;
c) Patriots' Day Parade at 2:00 p.m.
4. For Approval: Two Sandwich Boards for 'Shoot for the Cure 2017', March 17 - March 25
Jennifer Tripp, President and Jennifer Goodwin, Clerk
Shoot for the Cure Fund
5. Request: AHS Ice Cream Fundraiser for Dana-Farber Cancer Institute(DFCI)
Jefferson Cutter House Lawn, May 20, 2017 10:00 a.m.- 6:00 p.m.
Tarangana Thapa, Patrick O'Toole, Jeremiah Jacob Dolan
The AHS Scoops Club
6. Appointment: Transportation Advisory Committee (associate member to full member)
Michael Gordon (term to expire 12/31/2020)
7. Reappointments: Board of Registrar of Voters
John L. Worden III (term to expire 3/31/2020)
Adele Kraus (term to expire 3/31/2019)
8. Request: Special (One Day) Beer & Wine License, 3/10/17 @ Robbins Library for 'Books in Bloom'
Sally Naish and Patsy Kraemer, Books in Bloom Fundraiser Committee
9. Request: Special (One Day) Beer & Wine License, 3/11/17 @ Robbins Memorial Town Hall for 'Beats for Eats Fundraiser'
Lauren Ledger and Vicki Rose
Arlington EATS Committee

10. Request: Special (One Day) Alcohol License, 3/18/17 @ Arlington Catholic High School for Quiz Night
Erin Simmons, Development Coordinator ACHS
11. Appointments of New Election Workers: (1) Mark DeRosa, 15 Cornell Street, U, Pct. 12; (2) Elizabeth Diggins, 208 Renfrew Street, U, Pct. 12; (3) Lynn Gallagher, 6 Hawthorne Avenue, D, Pct. 18

LICENSES & PERMITS

12. Request: Common Victualler License
Classic Café, 1313 Massachusetts Ave., Fatos Qari

TRAFFIC RULES & ORDERS / OTHER BUSINESS

13. For Approval: Arlington Committee on Tourism and Economic Development
 - a) Revision of Charter
 - b) Proposed Visitor Center Programming and BannerAngela Olszewski, Ted Peluso
14. For Approval: TAC Recommendations on Speed Limit Changes
Jeff Maxtutis, TAC Working Group Lead
15. Endorsement of Purple Heart Community Designation
Adam W. Chapdelaine, Town Manager
16. Request for Board Designee - 1207 Mass Ave Proposal Review
Adam W. Chapdelaine, Town Manager
17. Vote: Acting Board Administrator and Acting Office Manager
Diane M. Mahon, Chair

WARRANT ARTICLE HEARINGS

Articles for Review:

- Article 59 Resolution/Sanctuary Town
- Article 15 Bylaw Amendment/Pride Commission
- Article 18 Bylaw Amendment/Appraisals of Town Property Interests
- Article 19 Vote/Appointment of Town Treasurer
- Article 20 Vote/Email Accounts for Members of Public Bodies
- Article 60 Resolution Supporting State and Federal Legislation that Provides Greater Transparency in Political Donations and Limits the Influence of Money in Politics

FINAL VOTES & COMMENTS

Articles for Review:

- Article 21 Vote/Surveillance Study Group
- Article 22 Acceptance of Legislation/Senior Property Tax Work-Off Program
- Article 23 Acceptance of Legislation/Veteran Property Tax Work-Off Program
- Article 24 Acceptance of Legislation/Elderly and Disabled Taxation Fund
- Article 25 Acceptance of Legislation/CPI Adjustment for Elderly Residents

CORRESPONDENCE RECEIVED

ACMI Financial Statement June 30, 2016 and 2015

Auditors' Report - Nardella & Taylor, LLP

Civics Day Participation Invitation

Saturday, March 18, 10:00 a.m. - 2:00 p.m., Town Hall Auditorium
Charlotte Milan, Recycling Coordinator

NEW BUSINESS

EXECUTIVE SESSION

Next Meeting of BoS March 13, 2017 at 6:00 p.m.



Town of Arlington, Massachusetts

Comcast Cable License Renewal

Summary:

John Maher, Chair, Cable Advisory Committee

Adam W. Chapdelaine, Town Manager

Douglas W. Heim, Town Counsel

ATTACHMENTS:

Type	File Name	Description
▢ Reference Material	Town_Manager_cable_memo.pdf	Town Manager Summary of Key Points of Agreement
▢ Reference Material	Comcast_Cable_Renewal_License.pdf	Cable License for Execution
▢ Reference Material	Arlington_Comcast_Renewal_License_Table_of_Contents_for_29-17_Execution.pdf	License Table of Contents
▢ Reference Material	Arlington_I-Net_Decommission_Agreement_for_Execution_by_PJE_2-21-17.pdf	I-Net Decommissioning Agreement
▢ Reference Material	Arlington.SeniorDiscount.SideLetter.2016.pdf	Senior Discount Letter
▢ Reference Material	MA_Arlington_Side_Ltr__No_interest_2016.pdf	Capital Payment Side Letter



**Town of Arlington
Office of the Town Manager**

Adam W. Chapdelaine
Town Manager

730 Massachusetts Avenue
Arlington MA 02476-4908
Phone (781) 316-3010
Fax (781) 316-3019
E-mail: achapdelaine@town.arlington.ma.us
Website: www.arlingtonma.gov

To: Members of the Board of Selectmen

From: Adam Chapdelaine, Town Manager

RE: Comcast Cable License – Summary of Key Points of Agreement

Date: February 27, 2017

After a lengthy negotiation, the team empowered by the Board to negotiate with Comcast has reached an agreement. The key points of the agreement are highlighted below. The work of Town Counsel Doug Heim, Cable Advisory Committee Chair John Maher and Special Counsel Peter Epstein in reaching this agreement deserves special recognition.

- (1) Effective Date: October 1, 2016, for a 10-year renewal term.
- (2) Five Percent (5%) of Comcast's Gross Annual Revenues, paid quarterly, for cable-related/PEG Access purposes.
- (3) Cable-Related/PEG Access capital funding totaling \$500,000.00, payable at \$50,000.00 per year.
- (4) Level-playing-field language in the Renewal License but modified by "on the whole".
- (5) Comcast will operate a customer service office in a location reasonably convenient to Arlington Subscribers.
- (6) Comcast provides \$25,000.00 to the Town for decommissioning the I-Net, memorialized in an I-Net Decommission Side-Agreement.
- (7) Senior Citizen Discount Side-Letter.
- (8) No-Interest-on-Annual-Capital-Payments Side-letter.

CABLE TELEVISION

RENEWAL LICENSE

GRANTED TO

COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC

THE BOARD OF SELECTMEN

**TOWN OF ARLINGTON,
MASSACHUSETTS**

AGREEMENT

This Cable Television Renewal License entered into by and between the Board of Selectmen of the Town of Arlington, Massachusetts, as Issuing Authority for the grant of the cable television license(s) pursuant to M.G.L. c. 166A, and Comcast Cable Communications Management, LLC (“Comcast” or the “Licensee”).

WITNESSETH

WHEREAS, the Issuing Authority of the Town of Arlington, Massachusetts, pursuant to M.G.L. c. 166A, is authorized to grant one or more nonexclusive cable television licenses to construct, operate and maintain a Cable Television System within the Town of Arlington; and

WHEREAS, the Issuing Authority conducted an ascertainment hearing, pursuant to Section 626 of the Cable Act, on April 15, 2015, in order to (1) ascertain the future cable related community needs and interests of Arlington, and (2) review the performance of Comcast during its current license term; and

WHEREAS, the Issuing Authority submitted a Request-for-Proposal to Comcast on December 29, 2015; and

WHEREAS, Comcast submitted a renewal proposal and Massachusetts Cable Division Form 100 to the Town of Arlington, dated February 11, 2016 for a renewal license to operate and maintain a Cable Television System in the Town of Arlington; and

WHEREAS, in a letter dated January 3, 2017, the Issuing Authority was notified that the Licensee, Comcast of Massachusetts I, Inc., had been merged into Comcast Cable Communications Management, LLC; and

WHEREAS, the Issuing Authority and Comcast engaged in good faith negotiations pursuant to Section 626(h) of the Cable Act and did agree thereto on terms and provisions for Comcast’s continued operations and maintenance of its Cable Television System in the Town of Arlington.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1---DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases and their derivations and abbreviations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

(1) Access: The right or ability of any Arlington resident and/or any Persons affiliated with a Arlington institution to use designated public, education and government (“PEG”) access facilities, equipment and/or PEG Access channels of the Cable Television System, subject to the conditions and procedures established for such use herein.

(2) Access Channel: A video channel which the Licensee owns and shall make available, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and/or similar organizations.

(3) Affiliate or Affiliated Person: When used in relation to any Person, means another Person who owns or controls, is owned or controlled by, or is under common ownership or control with, such Person.

(4) Basic Service: Any service tier which includes the retransmission of local television broadcast signals.

(5) CMR: The acronym for Code of Massachusetts Regulations.

(6) Cable Act: Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, and as further amended by Public Law No. 104-458, 110 Stat. 110 (1996)(the Telecommunications Act of 1996).

(7) Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Cable.

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(8) Cable Service or Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection of such Video Programming or other Programming services, which the Licensee may make available to all Subscribers generally.

(9) Cable Television System or Cable System: A facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Town, but such term does not include (A) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (B) a facility that serves Subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with section 653 of the Cable Act or (E) any facilities of any electric utility used solely for operating its electric utility systems.

(10) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Service.

(11) Complaint: Any written or verbal contact with the Licensee in connection with subscription in which a Person expresses dissatisfaction with an act, omission, product or service that is (1) within the Licensee's control, and (2) requires a corrective measure on the part of the Licensee.

(12) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System, among other capabilities.

(13) Department of Public Works ("DPW"): The Department of Public Works of the Town of Arlington, Massachusetts.

(14) Downstream Channel: A channel over which Signals travel from the Cable System Headend or Hub Site to an authorized recipient of Programming.

(15) Drop or Cable Drop: The cable that connects an Outlet to feeder cable of the Cable System.

(16) Educational Access Channel: A specific channel(s) on the Subscriber Network owned and made available by the Licensee to the Issuing Authority, educational institutions and/or its designee(s) to present non-commercial educational programming and information to the public.

(17) Effective Date of Renewal License (the "Effective Date"): October 1, 2016.

(18) Execution Date: March 1, 2017.

(19) FCC: The Federal Communications Commission, or any successor agency.

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(20) Government Access Channel: A specific channel(s) on the Subscriber Network owned and made available by the Licensee to the Issuing Authority and/or its designees for the presentation of non-commercial governmental programming and/or information to the public.

(21) Gross Annual Revenues: All revenues derived by the Licensee and/or its Affiliates, calculated in accordance with Generally Accepted Accounting Principles ("GAAP"), from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; all revenues from Subscribers to the Licensee's streaming video services; any and all Cable Service fees and/or charges received from Subscribers; installation, reconnection, downgrade, upgrade and any similar fees; all digital Cable Service revenues; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees ("Fee-on-Fee"); all Commercial Subscriber revenues; all Pay Cable, Pay-Per-View revenues; any other services now or in the future deemed to be lawful for purposes of computing Gross Annual Revenues by a court or forum of appropriate jurisdiction; video-on-demand Cable Services; fees paid for channels designated for commercial use; home-shopping revenues; Converter, remote control and other cable-related equipment rentals and/or leases and/or sales; and advertising revenues. In the event that an Affiliate and/or any other Person is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate or such other Person for said Affiliate's or other Person's use of the Cable System for the carriage of advertising. Gross Annual Revenues shall also include the gross revenue of any other Person which is received directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is received, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such revenue of such Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with GAAP; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(22) Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(23) Issuing Authority: The Board of Selectmen of the Town of Arlington, Massachusetts.

(24) Leased Channel or Leased Access: A video channel that the Licensee shall make available pursuant to Section 612 of the Cable Act.

(25) License Fee or Franchise Fee: The payments to be made by the Licensee to the Town of Arlington and/or its designee(s), which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Ch. 166A.

(26) Licensee: Comcast Cable Communications Management, LLC , or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(27) Normal Business Hours: Those hours during which most similar businesses in Arlington are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one night per week and/or some weekend hours.

(28) Origination Capability or Origination Locations: An activated cable and connection to an Upstream Channel, allowing a User(s) to transmit a video Signal(s) upstream to a designated location.

(29) Outlet: An interior or exterior receptacle, generally mounted in a wall that connects a Subscriber's or User's television set or Subscriber-owned equipment to the Cable System.

(30) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel basis or group-of-channels basis.

(31) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(32) Pedestal: An environmental protection unit used in housing Cable Television System isolation units and/or distribution amplifiers.

(33) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

(34) PEG Access Channels: Any Licensee-owned channel(s) made available by the Licensee and provided for use for the presentation of PEG Access Programming.

(35) PEG Access Hubsite: The Licensee's sub-Headend, located in the Town of Arlington, used for the purpose of PEG Access Signal processing and/or switching.

(36) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.

(37) Prime Rate: The prime rate of interest at the Federal Reserve Bank.

(38) Public Access Channel: A specific channel(s) on the Cable System owned and made available by the Licensee to the Issuing Authority and/or its designee(s) for use by, among others, Arlington residents and/or organizations wishing to present non-commercial Programming and/or information to the public.

(39) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

(40) Renewal License: The non-exclusive Cable Television License granted to the Licensee by this instrument.

(41) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter or other decoding device issued by the Licensee.

(42) Service: Any Basic Cable Service, any Pay Cable Service, and/or any other Cable Service, which is offered to any Subscriber or User in conjunction with, or which is distributed over, the Cable System.

(43) Signal: Any transmission of electromagnetic or optical energy which carries Programming from one location to another.

(44) State: The Commonwealth of Massachusetts.

(45) Strand Maps: Route maps of the Town of Arlington, of suitable scale, showing (i) the location of all of the Licensee's facilities in, on, over and under the Streets and Public Ways in the Town; (ii) all transmitting and Origination Locations; (iii) all Cable Service routes; (iv) all Pedestal locations; (v) the location of every utility pole in the Town utilized by the Licensee; (vi) the number of unit lengths of cable (or its functional equivalent) in, on, over and under the Streets and Public Ways; and (vii) all amplifier and power supply locations.

(46) Subscriber: Any Person, firm, corporation or other entity, who or which contracts with the Licensee and lawfully receives, for any purpose, a Cable Service provided or distributed by the Licensee by means of, or in connection with, Cable Television System.

(47) Subscriber Network: The 750 MHz, bi-directional network, owned, operated and maintained by the Licensee, over which Signals can be transmitted to Subscribers.

(48) Town: The Town of Arlington, Massachusetts.

(49) Town Counsel: The Town Counsel of the Town of Arlington, Massachusetts.

(50) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drops to Subscriber's residences.

(51) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend.

(52) User: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.

(53) Video Programming or Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2

GRANT OF RENEWAL LICENSE

Section 2.1---GRANT OF RENEWAL LICENSE

(a) Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Arlington, Massachusetts, as the Issuing Authority of the Town, hereby grants a non-exclusive Cable Television Renewal License to the Licensee authorizing the Licensee to operate and maintain a Cable Television System within the corporate limits of the Town of Arlington.

(b) This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts; the regulations of the FCC; the Cable Act; and all Town, State and federal statutes and by-laws of general application, as all may be amended.

(c) Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to lawfully operate and maintain a Cable Television System in, under, over, along, across or upon the Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Arlington within the municipal boundaries and subsequent additions thereto, including property over, under or on which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Cable Service and Signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the Town of Arlington. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger the lives of Persons, or interfere with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places.

(d) Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways or Streets. Disputes between the Licensee and other parties regarding use of Public Ways or Streets shall be resolved in accordance with any generally applicable regulations of the Town and any special laws or Town by-laws and/or regulations enacted hereafter.

Section 2.2---TERM OF RENEWAL LICENSE

The term of this Renewal License shall commence on October 1, 2016 and shall expire at midnight on September 30, 2026.

Section 2.3---NON-EXCLUSIVITY OF RENEWAL LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or Streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Arlington; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) shall not be on terms more favorable or less burdensome, taken on the whole, than those contained in this Renewal License. The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome, taken on the whole, than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along with said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome, taken on the whole, than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

(ii) Should the Licensee demonstrate that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome, taken on the whole, than those contained in this Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

(c) The issuance of additional license(s) shall be subject to applicable federal law(s), M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

Section 2.4---POLICE AND REGULATORY POWERS

By executing the Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable State and Town laws, by-laws of general applicability, and not specific to this Renewal License, the Cable System or the Licensee, rules, and regulations governing construction within a Public Way and shall apply all of such standards to construction within a private way in the Town, unless legally prevented from applying such standards in private ways. Any conflict between the terms of the Renewal License and any present or future lawful exercise of the Town's police and regulatory powers shall be resolved in a court of competent jurisdiction.

Section 2.5---REMOVAL OR ABANDONMENT

Upon termination of the Renewal License by passage of time or otherwise, and unless (1) the Licensee has its license renewed for another term or (2) the Licensee has transferred the Cable Television System to a transferee approved by the Issuing Authority, pursuant to applicable law, the Licensee shall remove all of its supporting structures, poles, Trunk and Distribution System, and all other appurtenances from the Public Ways and places and shall restore all areas. If such removal is not complete within six (6) months after such termination, the Issuing Authority may deem any property not removed as having been abandoned.

Section 2.6---TRANSFER OF THE RENEWAL LICENSE

(a) Subject to applicable law, neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed. Such consent shall be given only after a public hearing upon a written application therefore on forms as may be prescribed by the Cable Division and/or the FCC. An application for consent to a transfer or assignment, if required, shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(b) Pursuant to applicable federal and State law(s), in considering a request to transfer control of the Renewal License, the Issuing Authority may consider such factors as the transferee's financial capability, management experience, technical expertise, legal ability to operate the Cable System under the existing license and any other criteria allowable under such applicable law(s) and/or regulation(s).

(c) For purposes of this Section 2.6, the word "control" shall comply with the definition of such in 207 CMR 4.01, as may be amended from time to time. Pursuant to 207 CMR 4.01(2), a transfer or assignment of this Renewal License or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of this Renewal License or control thereof under M.G.L. c. 166A, Section 7. For purposes of this Section 2.6(c) only, under 207 CMR 4.00, an "affiliated company" is any Person or entity that directly or indirectly, or through one or more intermediaries, controls, is controlled by, or is under common control with another Person or entity.

(d) The consent or approval of the Issuing Authority to any assignment or transfer of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the streets and Public Ways or any other rights of the Town under the Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Renewal License.

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(e) The Licensee shall promptly notify the Issuing Authority of any action requiring the consent of the Issuing Authority pursuant to this Section 2.6.

(f) Subject to applicable law, the Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise required, of the application and FCC Form 394 requesting such transfer or assignment consent.

(g) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within 120 days of receipt of said application. After 120 days, the application shall be deemed approved.

(h) Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in the Renewal License.

Section 2.7---EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without complying with Section 2.6 above shall be null and void, and shall be deemed a material breach of this Renewal License and shall be subject to Section 11.1 infra.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate the Renewal License, unless such transfer is otherwise allowable by applicable law.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

ARTICLE 3

CABLE SYSTEM DESIGN

Section 3.1---SUBSCRIBER NETWORK

(a) The Licensee shall continue to own, operate, maintain and make available to all residents of the Town its existing 750 MHz Subscriber Network.

(b) The Licensee shall transmit all of its Signals to Arlington Subscribers in stereo, provided that such Signals are available and furnished to the Licensee in stereo.

(c) The Cable Television System, pursuant to Section 3.1 herein, shall conform to the FCC technical specifications contained in **Exhibit 1**, as amended, attached hereto and made a part hereof. At all times throughout the Renewal License, the Licensee shall meet all applicable FCC technical standards, as amended.

Section 3.2---EMERGENCY ALERT OVERRIDE CAPACITY

The Subscriber Network shall comply with the FCC's Emergency Alert System ("EAS") regulations.

Section 3.3---PARENTAL CONTROL CAPABILITY

The Licensee shall comply with all requirements of federal law(s) governing Subscribers' capability to control the reception of any channels being received on their television sets.

ARTICLE 4

CABLE SYSTEM LOCATION, MAINTENANCE AND OPERATIONAL STANDARDS

Section 4.1---SERVICE AVAILABLE TO ALL RESIDENTS

(a) The area to be served is the entire Town of Arlington Service shall be provided to every dwelling occupied by a Person requesting Cable Service that can be reached by the Cable System via the public right of way in the Town or easements in the Town over which the Town has control, provided that the Licensee is able, in addition, to obtain from owners of private property any necessary easements and/or permits in accordance with applicable law(s).

(b) The Licensee shall make its Cable Service available to residents of the Town, unless legally prevented from doing so, subject only to the installation charges referenced herein and the provisions in Section 12.4 infra.

(c) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than one hundred feet (150') from the existing aerial Trunk and Distribution System and additions thereto. The Licensee may charge residents located more than 150' from the existing aerial Trunk and Distribution System, and additions thereto, time and materials charges and any applicable costs related to said additional installation, such as make-ready. The Licensee shall have up to, but not more than, ninety (90) days, subject to Force Majeure and the performance of make-ready work in order to survey, design and install non-standard installations that are more than 150' from the existing aerial Trunk and Distribution System and additions thereto.

Section 4.2---LOCATION OF THE CABLE TELEVISION SYSTEM

The Licensee shall own, install, operate and maintain the Cable Television System within the Town of Arlington. Licensee-owned poles, towers, if any, and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways. The erection and location of all Licensee-owned poles, towers, if any, and other obstructions shall be in accordance with all applicable State and local laws and regulations.

Section 4.3---UNDERGROUND FACILITIES

(a) In the areas of the Town having telephone lines and electric utility lines underground, or in the future specified to be, underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility company, the Licensee shall likewise place its facilities underground at no cost to the Town.

(b) Pursuant to Section 4.3(a) above, underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes should be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

(c) Except as provided for in paragraph (a) herein, in the event that the Licensee is required to place existing aerial plant underground, the Licensee reserves its right to pass those costs through to Subscribers if and to the extent allowed by applicable law.

(d) Nothing in this Section 4.3 shall be construed to require the Licensee to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

Section 4.4---TREE TRIMMING

In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade and ornamental trees in and along the Public Ways and places in the Town. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority and/or its designee(s) during the term of the Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town.

Section 4.5---RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public place, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

Section 4.6---TEMPORARY RELOCATION

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the Town at no cost to the Town, unless otherwise required or permitted by applicable law. The Licensee shall be given reasonable advance notice necessary to maintain continuity of service.

Section 4.7---DISCONNECTION AND RELOCATION

The Licensee shall, pursuant to applicable law(s), if any, protect, support, temporarily disconnect, relocate in the same street or other Public Way and place, or remove from any Street or any other Public Ways and places, any of its property as required by the Issuing Authority or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

Section 4.8---SAFETY STANDARDS

The Licensee shall construct, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the National Electrical Safety Code, the rules and regulations of the Cable Division and the FCC, all State and local laws, any other applicable regulations, and all land use restrictions as the same exist or may be amended hereafter. Enforcement of such codes shall be by the appropriate regulatory authority.

Section 4.9---PEDESTALS

Pedestals housing passive devices may be installed and utilized by the Licensee in and on the Town's Public Way(s) for the provision of Cable Service(s), subject to the Licensee applying for and receiving a permit for such installation and/or utilization. In any cases in which Pedestals housing passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low profile electronic control box at Town approved locations to be determined when the Licensee applies for a permit. All pedestals shall be shown on the System maps submitted to the Town in accordance with Section 4.12 infra. In the event that the Licensee is no longer utilizing any such Pedestals for Cable Service(s), the Licensee shall remove any such Pedestals from the Public Ways in a timely manner, unless the Licensee is otherwise permitted to use such Pedestals pursuant to applicable law.

Section 4.10---PRIVATE PROPERTY

The Licensee shall be subject to all laws, by-laws and/or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System at its sole cost and expense.

Section 4.11---RIGHT TO INSPECTION OF CONSTRUCTION

(a) The Issuing Authority or its designee(s) shall have the right, at its cost, to inspect all construction and installation work performed subject to the provisions of this Renewal License in order to ensure compliance with the terms and conditions of the Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations. Except for emergency situations, the Issuing Authority shall provide the Licensee with timely notice of any such inspection(s). The Licensee shall have the right to have a representative present at any such inspection. Both parties shall make a good faith effort to work with each other to schedule any such inspections at a mutually convenient time.

(b) The Licensee shall remove all of its system plant on poles when such plant or equipment is no longer utilized or operational immediately upon cessation of such operation. The Licensee shall cooperate fully with those utilities which own the poles utilized by the Licensee in the inspection and good maintenance of wires, cable and fiber, and with the Town when new poles are erected or removed including, without limitation, double poles.

(c) The Town's Inspector of Wires shall have the right to inspect all of the Licensee's system plant on poles and/or underground on an annual basis. The Licensee shall comply with any orders from said Inspector of Wires in a timely manner.

Section 4.12---SYSTEM MAPS

(a) The Licensee shall provide, upon written request, not more than once annually, the Issuing Authority or its designee(s) with Strand Maps of the Licensee's System plant. If changes are made in said System that effect the accuracy of such Strand Maps, the Licensee shall file updated Strand Maps not more than once annually.

(b) Within thirty (30) days of a written request, the Licensee shall allow the Issuing Authority and/or its designee(s) to view "as-built" maps of the System and the I-Net at a location that is mutually-agreeable to the Issuing Authority and the Licensee.

(c) Upon the written request of the Town, said Strand Maps shall also be provided in electronic format if they exist in said electronic format; provided, however, that the Licensee shall not be required to provide a particular type of electronic format which is different from the electronic format the Licensee maintains.

(d) The Licensee shall identify all of its System plant over, on and under the Public Ways on said Strand Maps.

Section 4.13---SERVICE INTERRUPTION

Except where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of repairing or testing the Cable Television System only during periods of minimum use and, when practical, only after a minimum of forty-eight (48) hours notice to all affected Subscribers.

Section 4.14---COMMERCIAL ESTABLISHMENTS

The Licensee shall be required to make Cable Service(s) available to any commercial establishments in the Town, provided that said establishment(s) agrees to pay for installation and subscription costs as established by the Licensee.

Section 4.15---DIG SAFE

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to M.G.L. Chapter 82, Section 40.

ARTICLE 5

SERVICES AND PROGRAMMING

Section 5.1---BASIC SERVICE

The Licensee shall make available a Basic Service to all Arlington Subscribers pursuant to applicable federal statute or regulation.

Section 5.2---PROGRAMMING

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of Programming set forth in **Exhibit 2**, attached hereto and made a part hereof. Pursuant to applicable federal law, all Programming decisions, including the Programming listed in **Exhibit 2**, attached hereto, shall be at the sole discretion of the Licensee.

(b) Pursuant to the rules and regulations of the Cable Division, the Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Arlington Programming line-up at least thirty (30) days before any such change is to take place, and the Licensee shall provide Subscribers with a channel line-up card or other suitable marker indicating the new channel line-up.

Section 5.3---LEASED CHANNELS FOR COMMERCIAL USE

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

Section 5.4---CABLE COMPATIBILITY

The Licensee shall continue to maintain equipment compatibility in accordance with applicable law and regulation.

Section 5.5---CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Cable Service insofar as their financial and other obligations to the Licensee are honored; provided, however, that the Licensee shall have no obligation to provide Cable Service to any Person who or which the Licensee has a reasonable basis to believe is utilizing an unauthorized Converter and/or is otherwise obtaining any Cable Service without required payment thereof. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Cable Service, except for necessary Service interruptions or as a result

of Cable System or equipment failures. When necessary, if Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

**Section 5.6---DROPS & MONTHLY SERVICE TO PUBLIC BUILDINGS AND
PUBLIC SCHOOLS WITHOUT CHARGE(S)**

Pursuant to M.G.L. Chapter 166A, §5(e), the Licensee shall provide a Cable Drop, an Outlet and monthly Basic Service along its cable routes at no cost to public schools, police and fire stations, public libraries, and other public buildings designated in writing by the Issuing Authority, including those listed in **Exhibit 3**, attached hereto and made a part hereof.

ARTICLE 6

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS FACILITIES AND SUPPORT

Section 6.1---PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

The Issuing Authority and/or its designee(s) shall be responsible for the provision of public, educational and governmental ("PEG") Access Programming to Subscribers, pursuant to the provisions of this Article 6 herein.

Section 6.2---PEG ACCESS CHANNELS

(a) The Licensee shall continue to make available for use by the Issuing Authority and/or its designee(s) three (3) Licensee-owned Subscriber Network Downstream Channels for PEG Access purposes, which shall be used to transmit non-commercial PEG Access Programming to Subscribers, at no cost to the Town, the Issuing Authority and/or its designee(s) and shall be subject to the control and management of the Issuing Authority and/or its designee(s).

(b) While the Licensee retains sole discretion for channel placement in accordance with terms of this Renewal License, the Licensee shall attempt to minimize the number of PEG Access Channel assignment changes. The Licensee shall not move or otherwise relocate the channel locations of the PEG Access Channels without ninety (90) days advance, written notice to the Issuing Authority and/or its designee(s). In the event that the Licensee does relocate a PEG Access Channel(s), the Licensee shall reimburse the Town or its designee up to Three Thousand Five Hundred Dollars (\$3,500) for reasonable administrative and/or technical costs incurred by the Town and/or Access Corporation as a direct result of all PEG Access Channels relocated during any given channel realignment process. Documentation of such costs shall be submitted by the Town and/or Access Corporation to the Licensee prior to any incurrence of said cost(s).

(c) The Licensee shall not move or otherwise relocate the channel locations of the PEG Access Channels, referenced in paragraph (a) above, without the advance, written notice to the Issuing Authority and/or its designee(s).

(d) The Licensee shall continue to provide the three (3) activated Downstream Channels for PEG Access use in standard digital format in the Licensee's Basic Service. The Licensee shall carry all components of the standard definition PEG Access Channel Signal(s) provided by the Issuing Authority and/or its designee(s) including, but not limited to, closed captioning, stereo audio and other elements associated with PEG Access Programming. The Issuing Authority and/or its designee(s) shall be responsible for providing the PEG Access Channel Signal(s) in a standard definition format to the demarcation point at the designated point of Origination for the PEG Access Channel(s). The Licensee shall transport and distribute the PEG Access Channel

Signal(s) on its Cable System and shall not discriminate against PEG Access Channels with respect to the functionality, signal quality, and features from those of the local broadcast digital format channels carried on the Cable System. With respect to Signal quality, the Licensee shall not be required to carry a PEG Access Channel in a higher quality format than that of the channel signal delivered to the Licensee; provided, however, that the Licensee shall distribute PEG Access Channel Signal(s) without degradation. Upon reasonable written request by the Issuing Authority, the Licensee shall verify PEG Access Channel Signal delivery to Subscribers with the Issuing Authority and/or its designee(s).

(e) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers at no cost to the Town and/or PEG Access Users.

(f) The PEG Access content provider shall be responsible for the picture quality of PEG Access Programming at the input of the modulators that are permanently located at the PEG Access studio, which is the demarcation point between the video origination equipment owned, operated and maintained by the Licensee and the Issuing Authority's and/or its designee(s) end-user equipment.

Section 6.3---CABLE-RELATED EQUIPMENT/FACILITIES FUNDING

(a) The Licensee shall provide funding to the Issuing Authority in the total amount of Five Hundred Thousand Dollars (\$500,000.00) for Cable-Related equipment/facilities purpose. The Licensee shall provide such funding on an annual basis, no later than July 1st of each year of this Renewal License, in the amount of Fifty Thousand Dollars (\$50,000.00) each year; provided, however, that the first annual payment shall be made within forty-five (45) days of the Execution Date of this Renewal License; the last annual payment shall be made no later than July 1, 2026. There shall be ten (10) such annual payments, each in the amount of \$50,000.00.

(b) Under no circumstances shall said equipment/facilities funding payments required herein be counted against (i) applicable License Fees or Franchise Fees payable to the Town, the State and/or the FCC pursuant to Section 7.1 infra; and (ii) the annual PEG Access/Cable-Related funding payable to the Issuing Authority pursuant to Section 7.2 infra.

Section 6.4---PEG ACCESS SERIAL DIGITAL INTERFACE EQUIPMENT

Within twelve (12) months of the Effective Date of this Renewal License, the Licensee shall purchase, install and operate serial digital interface equipment for each PEG Access Channel. The Licensee shall own, maintain and repair said equipment for the entire term of this Renewal License.

Section 6.5---EQUIPMENT OWNERSHIP

The Town and/or its designee(s) shall own all PEG Access/Cable-Related equipment purchased with funding pursuant to Section 6.3 above and/or Section 7.2. The Licensee shall have no obligation for maintenance, repair or replacement of such equipment.

Section 6.6---PEG ACCESS CHANNELS MAINTENANCE

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained, at a minimum, at the same FCC Technical Standards which apply to the Cable System's commercial channels. Upon the written request of the Issuing Authority, the Licensee shall make available a copy of its most recent annual performance tests.

Section 6.7---PEG ACCESS CABLECASTING

(a) The Licensee shall continue to be connected to its PEG Access Hubsite from the PEG Access studio via RCN's Institutional Network. From the PEG Access Hubsite, said PEG Access Programming shall be transmitted to the Headend. The Licensee shall provide, maintain, and replace all equipment necessary to transmit and receive such PEG Access Programming from its PEG Access Hubsite to the Licensee's Headend, including all equipment necessary to switch and route such Programming through the Headend to the designated Downstream PEG Access Channel(s) on the Subscriber Network.

(b) The Town or its designee shall make available at the location of the Licensee's PEG Access Hubsite at the Arlington High School, at no cost to the Licensee, space for the Licensee-owned rack and transmission equipment required for said PEG Access Hubsite and transmission of PEG Access Programming back to the Licensee's Headend.

(c) The Licensee shall continue to be entitled to receive PEG Access Programming originated from the RCN remote PEG Access Origination Locations via RCN's I-Net Hub located at the Arlington High School. The PEG Access Programming and Signal(s) provided to the Licensee from said RCN PEG Access Origination Locations shall be a base-band signal and shall include all PEG Access Video Programming that is transmitted to and carried on RCN's subscriber network.

(d) The Licensee shall provide, maintain and/or replace all equipment necessary to: (i) receive PEG Access Programming from said RCN PEG Access Origination Locations; (ii) transmit said PEG Access Programming from the PEG Access studio to the Licensee's Headend; and (iii) switch and route such PEG Access Programming through the Licensee's Headend to the designated Downstream PEG Access Channel(s) on the Subscriber Network. The point of demarcation for Signal responsibility and quality shall be the input of the Licensee's modulator(s).

(e) There shall be no charges to the Issuing Authority and/or its designee(s) for operation of said PEG Access Origination Locations.

(f) The Licensee shall ensure that said PEG Access Programming is automatically switched electronically at the Headend and/or PEG Access Hubsite to the appropriate Subscriber Network PEG Access Downstream Channel, in an efficient and timely manner. At the Headend or the PEG Access Hubsite, said PEG Access Programming shall be retransmitted in the downstream direction on one of the Subscriber Network PEG Access Downstream Channels. The Licensee shall not charge the Issuing Authority and/or its designee(s) for such electronic switching responsibility. Any manual switching shall be the responsibility of the Issuing Authority and/or its designee(s). The Licensee and the Issuing Authority shall discuss in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(g) The Licensee shall own, maintain, repair and/or replace any Headend and/or PEG Access Hubsite Signal processing equipment. Unless otherwise agreed to, the demarcation point between the Licensee's equipment and/or the Town's or its designee(s)'s equipment shall be at the output of the Town's or its designee(s)'s modulator or equivalent device.

Section 6.8---CENSORSHIP

Neither the Licensee nor the Town and/or its designee(s) shall engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

ARTICLE 7

LICENSE FEE PAYMENTS

Section 7.1---LICENSE FEE PAYMENTS

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.50) per Subscriber per year, or such other amount as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this section, shall be calculated in compliance with applicable law(s).

(b) The Licensee shall not be liable for a total License Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include the following: (i) the Cable-Related Funding pursuant to Section 7.2 below; and (ii) any License Fees that may be payable to the Town, the State and/or the FCC; provided, however, that said five percent (5%) shall not include the following: (i) any interest due herein to the Town and/or its designee(s) because of late payments; (ii) the PEG Access/Cable-Related equipment/facilities funding payments pursuant to Section 6.3 supra; (iii) the costs related to any liquidated damages pursuant to Section 11.2 infra; and/or (iv) any exclusion to the term "franchise fee" pursuant to Section 622(g)(2) of the Cable Act.

(c) In the event that the License Fees herein required herein are not tendered on or before the dates fixed in paragraph (a) above, interest due on such fee shall accrue from the date due at rate of two percent (2%) above the Prime Rate. Any payments to the Town pursuant to this §7.1 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Sections 7.1 and/or 7.2 and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to §622(g)(2)(D) of the Cable Act.

Section 7.2---CABLE-RELATED FUNDING

(a) The Licensee shall make License Fee payments to the Issuing Authority equal to five percent (5%) of the Licensee's Gross Annual Revenues, as defined in Section 1.1(21) supra, less applicable License Fees.

(b) Said payments shall be made on a quarterly basis. Subject to paragraphs (b)(i), (b)(ii) and (b)(iii) below, said payments shall be made to the Issuing Authority on the following quarterly basis: (i) on or before May 15th of each year of this Renewal License for the previous (3) month period of January, February and March; (ii) on or before August 15th of each year of this Renewal License for the previous three (3) month period of April, May and June; (iii) on or before November 15th of each year of this Renewal License for the previous three (3) month period of July, August and September; and (iv) on or before February 15th of each year of this Renewal License for the previous three (3) month period of October, November and December.

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(i) The 5% payments under this Renewal License shall be made on the dates in paragraph (b) above.

(ii) The final 5% payment under this Renewal License shall be made on or before November 15, 2026 for the previous period from July 1, 2026 through September 30, 2026.

(c) The Licensee shall file with each of said five percent (5%) quarterly payments a statement certified by an authorized representative of the Licensee documenting, in reasonable detail, the total of all Gross Annual Revenues of the Licensee during the preceding three (3) month reporting period(s), as well as a completed Gross Annual Revenues Reporting Form, substantially consistent with that which is attached hereto as **Exhibit 4**. If the Licensee's quarterly payments to the Issuing Authority were less than five percent (5%) of the Licensee's Gross Annual Revenues for the reporting period, the Licensee shall pay any balance due to the Issuing Authority no later than the quarterly payment subsequent to the discovery of such underpayment. Said statement shall list all of the general categories comprising Gross Annual Revenues as defined in Section 1.1(21) supra.

(d) In no case shall said five percent (5%) payment(s) include the equipment/facilities funding required by Section 6.3 supra. Said five percent (5%) payments shall be considered a Franchise Fee, unless otherwise provided for by applicable law.

(e) In the event that the PEG Access Funding payments herein required are not tendered on or before the dates fixed in paragraph (a) above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the Prime Rate, on the last day of business of the prior month. Any such late payments to the Issuing Authority pursuant to this Section 7.2(e) shall not be deemed to be part of the funding to be paid to the Issuing Authority pursuant to this Section 7.2 and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 7.3---OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The License Fees shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee and/or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee which shall be a separate and distinct obligation of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee, except as permitted by applicable law.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this Renewal License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service or other communications Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications

Service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the System.

Section 7.4---RECOMPUTATION

(a) Tender or acceptance of any payment made pursuant to Section 6.3, Section 7.1 and/or Section 7.2 supra shall not be construed as an accord that the amount paid pursuant to this Renewal License is correct, nor shall such acceptance of payment be construed as a release of any claim that the Issuing Authority may have, including interest, pursuant to Section 6.3, Section 7.1 and/or Section 7.2 supra. All amounts paid shall be subject to audit and recomputation by the Issuing Authority, which shall be based on the Licensee's fiscal year and shall occur in no event later than two (2) years after said payments are tendered with respect to such fiscal year.

(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have thirty (30) days from a written request to provide the Issuing Authority with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s). Upon reasonable written notice, the Issuing Authority shall have the right to inspect any records relating to Gross Annual Revenues, as defined herein, in order to establish the accuracy of any payments to the Issuing Authority tendered hereunder.

(c) If, after such audit and recomputation, an additional fee is owed to the Issuing Authority, such fee shall be paid within thirty (30) days after such audit and recomputation. The interest on such additional fee shall be charged from the due date at the Prime Rate during the period that such additional amount is owed. If, after such audit and recomputation, the Licensee has overpaid, such overpayment shall be credited against the next required Cable-Related Funding payment to the Issuing Authority, without interest charges of any kind.

Section 7.5---AFFILIATES USE OF SYSTEM

Use of the Cable System by Affiliates shall be in compliance with applicable State and/or federal laws, and shall not detract from Services provided to Arlington.

Section 7.6---METHOD OF PAYMENT

All License Fee payments by the Licensee to the Town pursuant to the Renewal License shall be made payable to the Town and deposited with the Town Treasurer.

ARTICLE 8

RATES AND CHARGES

Section 8.1---RATE REGULATION

The Issuing Authority reserves the right to regulate the Licensee's rates and charges to the extent allowable under State and federal laws.

Section 8.2---NOTIFICATION OF RATES AND CHARGES

(a) In accordance with applicable law, the Licensee shall file with the Issuing Authority schedules which shall describe all Services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. At least thirty (30) days prior to implementing a change of one of its billing practices, the Licensee shall notify, in writing, the Cable Division, the Issuing Authority and all affected Subscribers of the change, including a description of the changed practice, in a typeface that can be easily read and understood by Subscribers.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with an explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00 et seq. as amended, attached as **Exhibit 5**.

Section 8.3---PUBLICATION AND NON-DISCRIMINATION

All rates for Subscriber services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in the Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining Subscribers.

Section 8.4---CREDIT FOR SERVICE INTERRUPTION

Pursuant to applicable law(s), in the event that Cable Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall grant such Subscriber a pro rata credit or rebate.

ARTICLE 9

INSURANCE AND BONDS

Section 9.1---INSURANCE

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period, pursuant to M.G.L. Chapter 166A, §5(f), with the Town as an additional insured, with an insurance company satisfactory to the Issuing Authority, indemnifying the Town and the Licensee from and against all claims for injury or damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of the Cable Television System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000.00) as to any one occurrence. The amount of such insurance for liability for injury or death to any Person shall be no less than One Million Dollars per occurrence (\$1,000,000.00). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

(c) All insurance coverage, including Workers' Compensation in amounts as required by applicable law, shall be maintained throughout the entire term of this Renewal License. All expenses incurred for said insurance shall be at the sole cost and expense of the Licensee.

(d) The following conditions shall apply to the insurance policies required herein:

(i) Such insurance shall commence no later than the Effective Date of this Renewal License.

(ii) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.

(iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

Section 9.2---PERFORMANCE BOND

(a) The Licensee shall maintain at its sole cost and expense throughout the term of this Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of Fifty Thousand Dollars (\$50,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

(b) The performance bond shall be effective throughout the term of the Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of the Renewal License, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to the provisions of Section 11.1 and 11.2 infra.

(c) Said bond shall be a continuing obligation of the Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, nor any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

Section 9.3---REPORTING

Upon written request of the Issuing Authority, the Licensee shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding (i) all insurance policies as required herein, and (ii) the performance bond as required herein.

Section 9.4---INDEMNIFICATION

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation, and/or removal of the Cable Television System under this Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the maintenance, operation, and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include all reasonable attorneys' fees and costs incurred up to such time that the Licensee assumes defense of any action hereunder. The Issuing Authority shall give the Licensee written notice of its obligation to indemnify and defend the Issuing Authority within ten (10) business days of receipt of a claim or action pursuant to this section.

Section 9.5---NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

The insurance policies and performance bond required herein shall each contain an explicit endorsement stating that such insurance policies and performance bond are intended to cover the liability assumed by the Licensee under the terms of the Renewal License and shall contain the following endorsement:

-Town of Arlington Cable Television Renewal License-
October 1, 2016-September 30, 2026

It is hereby understood and agreed that this policy (or bond) shall not be cancelled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

ARTICLE 10

ADMINISTRATION AND REGULATION

Section 10.1---REGULATORY AUTHORITY

The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable Television System. The Issuing Authority and/or its designee(s) shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 11.1 infra.

Section 10.2---PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority may hold a performance evaluation hearing in each year of the Renewal License, conducted by the Issuing Authority and/or its designee(s). All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance with the terms and conditions of the Renewal License, with emphasis on PEG Access Channels, facilities and support, customer service and Complaint response; and (ii) hear comments, suggestions and/or Complaints from the public.

(b) The Issuing Authority and/or its designees shall have the right to question the Licensee on any aspect of the Renewal License including, but not limited to, the maintenance, operation and/or removal of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or its designee(s), and produce such documents or other materials relevant to such review and evaluation as are reasonably requested from the Town. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the Licensee's compliance, and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If noncompliance is found which could result in a violation of any of the provisions of the Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.1 infra. Said report shall report on the Licensee's compliance to the terms and conditions of this Renewal License, as well.

Section 10.3---NONDISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of

local, federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License. This Section 10.3 shall not affect the right of the Licensee to offer discounts.

Section 10.4---EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee.

Section 10.5---REMOVAL AND RELOCATION

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee, which cost shall be summarized by the Issuing Authority.

Section 10.6---JURISDICTION AND VENUE

Jurisdiction and venue over any dispute, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by the instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

ARTICLE 11

DETERMINATION OF BREACH-LIQUIDATED DAMAGES LICENSE REVOCATION

Section 11.1---DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of the Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position.

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at twenty-one (21) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of the Renewal License and shall issue a written determination of its findings. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

(i) Seek specific performance of any provision in the Renewal License that reasonably lends itself to such remedy as an alternative to damages;

(ii) Assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;

(iii) Commence an action at law for monetary damages;

- (iv) Foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;
- (v) Declare the Renewal License to be revoked subject to Section 11.3 below and applicable law;
- (vi) Invoke any other lawful remedy available to the Town.

Section 11.2---LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of the Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 11.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 11.1(c) above.

(1) For failure to operate and maintain the Subscriber Network in accordance with Section 3.1 herein, Two Hundred Dollars (\$200.00) per day, for each day that any such non-compliance continues.

(2) For failure to comply with the FCC technical standards, pursuant to Section 3.1 herein, Two Hundred Dollars (\$200.00) per day, for each day such non-compliance continues.

(3) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Section 2.6 herein, Two Hundred Dollars (\$200.00) per day, for each day that any such non-compliance continues.

(4) For failure to comply with the PEG Access provisions in accordance with the timelines in Article 6 herein, One Hundred Fifty Dollars (\$150.00) per day, for each day that any such non-compliance continues.

(5) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 12.5 infra, and **Exhibit 6** attached hereto, Two Hundred Dollars (\$200.00) per day that any such non-compliance continues.

(6) For failure to provide, install and/or fully activate the Subscriber Network Drops and/or Outlets in accordance with Section 5.6 herein and/or **Exhibit 3**, One Hundred Dollars (\$100.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

(7) For failure to submit reports, pursuant to Article 13 herein, Fifty Dollars (\$50.00) per day per report, that each and any of said reports are not submitted as required.

(b) Such liquidated damages shall not be a limitation upon, any other provisions of the Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies.

(c) Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

Section 11.3---REVOCATION OF THE RENEWAL LICENSE

To the extent permitted by applicable law and subject to the provisions of Section 11.1 supra, in the event that the Licensee fails to comply with any material provision of the Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

Section 11.4---TERMINATION

The termination of the Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and 11.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of the Renewal License. In the event of any termination, the Issuing Authority shall have all of the rights provided in the Renewal License unless the Licensee is otherwise permitted to continue operating the Cable System pursuant to applicable law(s).

Section 11.5---NOTICE TO TOWN OF LEGAL ACTION

Except in an emergency situation, in the event that the Licensee or the Issuing Authority intends to take legal action against the other party for any reason, it shall first give the other party reasonable notice that an action will be filed.

Section 11.6---NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the Town to invoke any remedy under the Renewal License or under any statute, law or by-law shall preclude the availability of any other such remedy.

Section 11.7---NO WAIVER-CUMULATIVE REMEDIES

(a) No failure on the part of the Issuing Authority or the Town, or the Licensee to exercise, and no delay in exercising, any right in the Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in the Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in the Renewal License shall impair any of the rights of the Issuing Authority or the Town or the Licensee under applicable law, subject in each case to the terms and conditions in the Renewal License.

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, the Town or the Licensee at any one time shall affect the exercise of such right or remedy or any other right or remedy by the Town at any other time. In order for any waiver of the Issuing Authority, Town or the Licensee to be effective, it shall be in writing.

(d) The failure of the Issuing Authority or the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the Town to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

ARTICLE 12

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 12.1--- BILL PAYMENT OFFICE; EQUIPMENT PICK-UP

The Licensee shall operate an office in a location reasonably convenient to the Town that will be open during Normal Business Hours and accessible to Subscribers to make bill payments. For Subscriber equipment pick-up, the Licensee shall provide for one or more of the following methods: (i) setting a specific appointment time or four (4) hour time period during Normal Business Hours during which the Licensee's representative(s) shall visit the Subscriber's premises to pick-up or exchange Subscriber equipment; (ii) using a mailer; or (iii) establishing a reasonably convenient location for the pick-up and exchange of Subscriber equipment.

Section 12.2---TELEPHONE ACCESS

(a) The Licensee shall comply with the FCC's Customer Service Obligations at 47 C.F.R. §76.309, attached hereto as **Exhibit 6**, during Normal Business Hours, as defined therein.

(b) The Licensee's customer service call center shall have a publicly listed local or toll-free telephone number for Arlington Subscribers.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under Normal Operating Conditions, as defined, telephone answer time by a customer service representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. Said standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(d) A Subscriber shall receive a busy signal less than three (3%) of the time, measured on a quarterly basis, under normal operating conditions.

(e) The Licensee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

Section 12.3---CUSTOMER SERVICE CALL CENTER

The Licensee shall maintain and operate its customer service call center twenty-four (24) hours a day, seven (7) days a week, including holidays. The Licensee reserves the right to modify its business operations with regard to such customer service call center. The Licensee shall comply with all State and federal requirements pertaining to the hours of operation of such customer service call center.

Section 12.4---INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall provide Cable Service(s), for new aerial installations, to Arlington residents who request Service within seven (7) business days of said request, or at such time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installations shall be completed as expeditiously as possible, weather permitting. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a more narrow interval, if possible, and the Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than 9:00 a.m. to 5:00 p.m. weekdays).

(b) A Subscriber Complaint or request for Service received after Normal Business Hours shall be responded to the next business day.

(c) The Licensee shall ensure that there are stand-by technician(s) on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, (ii) an unusual number of calls and/or (iii) a number of similar Complaint calls or a number of calls coming from the same area.

(d) System outages shall be responded to promptly by technical personnel. For purposes of the section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(e) Within fifteen (15) days of a Subscriber discontinuing service with the Licensee, the Licensee shall remove all Drop Cables related to such Subscribers in their entirety.

Section 12.5---FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit 6**.

Section 12.6---BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Cable Division and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 5** and made a part hereof, as the same may exist or as may be amended from time to time:

- (i) Billing Practices Notice;
- (ii) Services, Rates and Charges Notice;

- (iii) Form of Bill;
- (iv) Advance Billing and Issuance of Bills;
- (v) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vi) Charges for Disconnection or Downgrading of Service;
- (vii) Billing Disputes; and
- (viii) Security Deposits.

Section 12.7---COMPLAINT RESOLUTION PROCEDURES

- (a) The Licensee shall establish a procedure for resolution of Complaints by Subscribers.
- (b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all Complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints/inquiries, as follows:
 - (i) Upon the written request of the Issuing Authority or its designee(s), and subject to applicable privacy laws, the Licensee shall, within fourteen (14) business days after receiving such request, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee. Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her Complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of the Renewal License and the implementation of Complaint procedures. Thereafter, if the Subscriber wishes to participate in further processing of the Complaint, the Subscriber shall meet jointly in Arlington with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and attempt to resolve such matter.
- (c) Notwithstanding the foregoing and subject to applicable privacy laws, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any Complaints or disputes brought by Subscribers arising from the operations of the Licensee.

Section 12.8---REMOTE CONTROL DEVICES

The Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own, utilize and program remote control devices that are compatible with the

Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment that might make inoperable the remote control devices acquired by Subscribers.

Section 12.9---EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees entering, or seeking entrance, upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to wear an employee identification card issued by the Licensee and bearing a picture of said employee.

Section 12.10---PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in the Article 12 and all other applicable federal and state laws including, but not limited to, the provisions of Section 631 of the Cable Act.

(c) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with the policy.

Section 12.11---PRIVACY WRITTEN NOTICE

At the time of entering into an agreement to provide any Cable Service or other Service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

Section 12.12---MONITORING

(a) Unless otherwise required by court order, neither the Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, connections or Converters, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall promptly report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee, other than as permitted herein.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. Pursuant to Section 631(e) of the Cable Act, the Licensee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information pursuant to a request from a Subscriber or pursuant to a court order.

Section 12.13---DISTRIBUTION OF SUBSCRIBER INFORMATION

(1) In accordance with 47 U.S.C. Section 551, as may be amended, except as provided in Paragraph (2) below or in accordance with and subject to applicable law, the Licensee shall not disclose personally identifiable information concerning any Subscriber without the prior written or electronic consent of the Subscriber concerned and shall take such actions as are necessary to prevent unauthorized access to such information by a Person other than the Subscriber or the Licensee.

(2) The Licensee may disclose such information if the disclosure is--

(A) necessary to render, or conduct a legitimate business activity related to, a Cable Service or other service provided by the Licensee to the Subscriber;

(B) subject to subsection (h) of 47 USC 551, made pursuant to a court order authorizing such disclosure, if the Subscriber is notified of such order by the Person to whom the order is directed; or

(C) a disclosure of the names and addresses of Subscribers to any Cable Service or other service, if:

(i) the Licensee has provided the Subscriber the opportunity to prohibit or limit such disclosure, and

(ii) the disclosure does not reveal, directly or indirectly, the:

(I) extent of any viewing or other use by the Subscriber of a Cable Service or other service provided by the Licensee, or

(II) the nature of any transaction made by the Subscriber over the Cable System.

(D) to a government entity as authorized under chapters 119, 121, or 206 of title 18, except that such disclosure shall not include records revealing cable subscriber selection of video programming from a cable operator.

Section 12.14---INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Except as permitted by Section 631 of the Cable Act, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber.

Section 12.15---SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION

In accordance with 47 U.S.C. Section 551, as may be amended, a Subscriber shall be provided access to all personally identifiable information regarding that Subscriber which is collected and maintained by the Licensee. Such information shall be made available to the Subscriber at reasonable times and at a convenient place designated by the Licensee. A Subscriber shall be provided reasonable opportunity to correct any error in such information. The Licensee shall destroy personally identifiable information if the information is no longer necessary for the purpose for which it was collected and there are no pending requests or orders for access to such information as specified herein or pursuant to a court order.

Section 12.16---PRIVACY STANDARDS REVIEW

The Issuing Authority and the Licensee shall periodically review Article 12 to determine that it effectively addresses appropriate concerns about privacy. The Article may be amended periodically by agreement of the Issuing Authority and the Licensee.

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 13.1---GENERAL

(a) Upon written request of the Issuing Authority, the Licensee shall promptly submit to the Town any information in such form and containing such information as may be reasonably requested by the Issuing Authority, which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to the Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest.

Section 13.2---FINANCIAL REPORTS

(a) Upon written request, no later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) with Cable Division Forms 200 showing a balance sheet sworn to by an authorized representative of the Licensee. Said forms shall contain such financial information as required by applicable law.

(b) The Licensee shall provide any other reports required by State and/or federal law.

Section 13.3---CABLE SYSTEM INFORMATION

Pursuant to applicable law, upon the Issuing Authority's written request, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to the number of Basic Service Subscribers.

Section 13.4---IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of Sections 12.2 and 12.5 of this Renewal License, the Licensee shall provide to the Issuing Authority, upon written request of the Issuing Authority on a semi-annual basis, a report of regional telephone traffic, generated from an in-house automated call accounting or call tracking system, covering Subscriber calls to the Licensee. Said reports shall include the following information and any other information that may be required by applicable law(s): (i) confirmation that, under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made (which standard shall be met no less than ninety percent (90%) of the time under Normal Operating Conditions, measured on a quarterly basis);

and (ii) confirmation that, under Normal Operating Conditions, the customer will receive a busy signal less than three percent (3%) of the time.

Section 13.5---SUBSCRIBER COMPLAINT REPORT

In accordance with the regulations of the Cable Division, the Licensee shall submit a completed copy of Cable Division Form 500, attached hereto as **Exhibit 7** to the Issuing Authority, or its designee(s), as required by the Cable Division.

Section 13.6---INDIVIDUAL COMPLAINT REPORTS

Subject to Sections 12.7 supra, the Licensee shall, within fourteen (14) business days after receiving a written request from the Issuing Authority, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

Section 13.7---ANNUAL PERFORMANCE TESTS

Upon written request of the Issuing Authority, the Licensee shall provide copies of performance tests to the Issuing Authority in accordance with FCC regulations, as set out in 47 C.F.R. §76.601 et seq.

Section 13.8---QUALITY OF SERVICE

Where evidence exists which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall cite specific facts which cast such doubt(s), in a written notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such written notice from the Issuing Authority, setting forth in detail its explanation of the problem(s).

Section 13.9---DUAL FILINGS

To extent required by applicable law, either party shall notify the other of any petitions, communications, and/or requests for waiver or advisory opinion with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder, subject to Section 13.1 above, and upon the other party's written request, shall make available at its own expense to the other party copies of any such petitions, communications or requests.

Section 13.10---ADDITIONAL INFORMATION

At any time during the term of the Renewal License, upon the reasonable written request of the Issuing Authority, the Licensee shall not unreasonably deny any requests for further information which may be required to establish the Licensee's compliance with its obligations pursuant to the Renewal License and subject to Section 13.1 supra.

Section 13.11---INVESTIGATION

Subject to applicable law and regulation, the Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town governmental agency; provided, however, that any such investigation, audit, or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License.

ARTICLE 14

EMPLOYMENT

Section 14.1---EQUAL EMPLOYMENT OPPORTUNITY

The Licensee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

Section 14.2---NON-DISCRIMINATION

The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

ARTICLE 15

MISCELLANEOUS PROVISIONS

Section 15.1---ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

Section 15.2---CAPTIONS

The captions to sections throughout the Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such captions shall not affect the meaning or interpretation of the Renewal License.

Section 15.3---SEPARABILITY

If any section, sentence, paragraph, term or provision of the Renewal License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of the Renewal License.

Section 15.4---ACTS OR OMISSIONS OF AFFILIATES

During the term of the Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, upgrade, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

Section 15.5---RENEWAL LICENSE EXHIBITS

The Exhibits to the Renewal License attached hereto, and all portions thereof, are incorporated herein by the reference and expressly made a part of the Renewal License.

Section 15.6---WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the Effective Date of the Renewal License:

(i) The Licensee is duly organized, validly existing and in good standing under the laws of the State;

(ii) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Effective Date of the Renewal License, to enter into and legally bind the Licensee to the Renewal License and to take all actions necessary to perform all of its obligations pursuant to the Renewal License;

(iii) The Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law;

(iv) There are no actions or proceedings pending or threatened against the Licensee as of the Effective Date of this Renewal License that would interfere with its performance of the Renewal License; and

(v) Pursuant to Section 625(f) of the Cable Act, as of the Effective Date of this Renewal License, the performance of all terms and conditions in this Renewal License is commercially practicable.

Section 15.7---FORCE MAJEURE

If by reason of Force Majeure either party hereto is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "Force Majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; applicable environmental restrictions and unavailability of essential equipment, services and/or materials and/or other matters beyond the control of either party hereto.

Section 15.8---REMOVAL OF ANTENNAS

The Licensee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber an adequate switching device ("A/B Switch") to allow said Subscriber to choose between cable and non-cable television reception.

Section 15.9---SUBSCRIBER TELEVISION SETS

Pursuant to M.G.L. Chapter 166A, Section 5(d), the Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that the Licensee may make adjustments to television sets in the course of normal maintenance.

Section 15.10---APPLICABILITY OF RENEWAL LICENSE

All of the provisions in the Renewal License shall apply to the Town, the Licensee, and their respective successors and assignees.

Section 15.11---NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) or by overnight courier service to the Board of Selectmen Town of Arlington, Town Hall, 730 Massachusetts Avenue, Arlington, Massachusetts 02474, with one (1) copy to the Town Counsel, or such other address as the Issuing Authority may specify in writing to the Licensee. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) or by overnight courier service to the following addresses. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt:

with one (1) copy to:

Comcast Cable Communications, Inc.
Vice President, Government Affairs
676 Island Pond Road
Manchester, New Hampshire 03109

and one (1) copy to:

Comcast Cable Communications, Inc.
Attn: Government Affairs
One Comcast Center
Philadelphia, Pennsylvania 19103

(c) Whenever notice of any public hearing relating to the Cable System is required by law, regulation or the Renewal License, the Issuing Authority shall publish notice of the same, sufficient to identify its time, place and purpose, in an Arlington newspaper of general circulation.

(d) Subject to subsection (c) above, all required notices shall be in writing.

Section 15.12---NO RECOURSE AGAINST THE ISSUING AUTHORITY

Pursuant to 47 U.S.C. Section 555(a) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, members, agents or employees other than injunctive relief or declaratory relief, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer or amendment of this Renewal License.

Section 15.13---TOWN'S RIGHT OF INTERVENTION

The Town hereby reserves the right, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving the Renewal License, or any provision in the Renewal License; provided, however, that this section shall not restrict the right of the Licensee to oppose such intervention, pursuant to applicable law.

Section 15.14---TERM

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the Effective Date of the Renewal License and shall continue for the term of the Renewal License except as expressly provided for otherwise herein.

EXHIBITS

EXHIBIT 1

FCC TECHNICAL SPECIFICATIONS

TITLE 47—TELECOMMUNICATION

CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION

PART 76--MULTICHANNEL VIDEO AND CABLE TELEVISION SERVICE

§ 76.605 Technical standards.

(a) As of December 30, 1992, unless otherwise noted, the following requirements apply to the performance of a cable television system as measured at any subscriber terminal with a matched impedance at the termination point or at the output of the modulating or processing equipment (generally the headend) of the cable television system or otherwise as noted. The requirements are applicable to each NTSC or similar video downstream cable television channel in the system:

(1)(i) The cable television channels delivered to the subscriber's terminal shall be capable of being received and displayed by TV broadcast receivers used for off-the-air reception of TV broadcast signals, as authorized under part 73 of this chapter; and

(ii) Cable television systems shall transmit signals to subscriber premises equipment on frequencies in accordance with the channel allocation plan set forth in the Electronics Industries Association's "Cable Television Channel Identification Plan, EIA IS-132, May 1994" (EIA IS-132). This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Cable systems are required to use this channel allocation plan for signals transmitted in the frequency range 54 MHz to 1002 MHz. This incorporation by reference was approved by the Director of the Federal Register in accordance with 5 U.S.C. 522(a) and 1 CFR Part 51. Copies of EIA IS-132 may be obtained from: Global Engineering Documents, 2805 McGraw Ave., Irvine CA 92714. Copies of EIA IS-132 may be inspected during normal business hours at the following locations: Federal Communications Commission, 1919 M Street, NW, Dockets Branch (Room 239), Washington, DC, or the Office of the Federal Register, 800 North Capitol Street, NW., suite 700, Washington, DC. This requirement is applicable on May 31, 1995, for new and re-built cable systems, and on June 30, 1997, for all cable systems.

(2) The aural center frequency of the aural carrier must be $4.5 \text{ MHz} \pm 5 \text{ kHz}$ above the frequency of the visual carrier at the output of the modulating or processing equipment of a cable television system, and at the subscriber terminal.

(3) The visual signal level, across a terminating impedance which correctly matches the internal impedance of the cable system as viewed from the subscriber terminal, shall not be less than 1 millivolt across an internal impedance of 75 ohms (0 dBmV). Additionally, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, it shall not be less than 1.41 millivolts across an internal impedance of 75 ohms (+3 dBmV). (At other impedance values, the minimum visual signal level, as viewed from the subscriber terminal, shall be the square root of $0.0133 (Z)$ millivolts and, as measured at the end of a 30 meter (100 foot) cable drop that is connected to the subscriber tap, shall be 2 times the square root of $0.00662(Z)$ millivolts, where Z is the appropriate impedance value.)

(4) The visual signal level on each channel, as measured at the end of a 30 meter cable drop that

is connected to the subscriber tap, shall not vary more than 8 decibels within any six-month interval, which must include four tests performed in six-hour increments during a 24-hour period in July or August and during a 24-hour period in January or February, and shall be maintained within:

- (i) 3 decibels (dB) of the visual signal level of any visual carrier within a 6 MHz nominal frequency separation;
- (ii) 10 dB of the visual signal level on any other channel on a cable television system of up to 300 MHz of cable distribution system upper frequency limit, with a 1 dB increase for each additional 100 MHz of cable distribution system upper frequency limit (*e.g.*, 11 dB for a system at 301-400 MHz; 12 dB for a system at 401-500 MHz, *etc.*); and
- (iii) A maximum level such that signal degradation due to overload in the subscriber's receiver or terminal does not occur.

(5) The rms voltage of the aural signal shall be maintained between 10 and 17 decibels below the associated visual signal level. This requirement must be met both at the subscriber terminal and at the output of the modulating and processing equipment (generally the headend). For subscriber terminals that use equipment which modulate and remodulate the signal (*e.g.*, baseband converters), the rms voltage of the aural signal shall be maintained between 6.5 and 17 decibels below the associated visual signal level at the subscriber terminal.

(6) The amplitude characteristic shall be within a range of ± 2 decibels from 0.75 MHz to 5.0 MHz above the lower boundary frequency of the cable television channel, referenced to the average of the highest and lowest amplitudes within these frequency boundaries.

(i) Prior to December 30, 1999, the amplitude characteristic may be measured after a subscriber tap and before a converter that is provided and maintained by the cable operator.

(ii) As of December 30, 1999, the amplitude characteristic shall be measured at the subscriber terminal.

(7) The ratio of RF visual signal level to system noise shall be as follows:

(i) From June 30, 1992, to June 30, 1993, shall not be less than 36 decibels.

(ii) From June 30, 1993 to June 30, 1995, shall not be less than 40 decibels.

(iii) As of June 30, 1995, shall not be less than 43 decibels.

(iv) For class I cable television channels, the requirements of paragraphs (a)(7)(i), (a)(7)(ii) and (a)(7)(iii) of this section are applicable only to:

(A) Each signal which is delivered by a cable television system to subscribers within the predicted Grade B contour for that signal;

(B) Each signal which is first picked up within its predicted Grade B contour;

(C) Each signal that is first received by the cable television system by direct video feed from a TV broadcast station, a low power TV station, or a TV translator station.

(8) The ratio of visual signal level to the rms amplitude of any coherent disturbances such as intermodulation products, second and third order distortions or discrete-frequency interfering signals not operating on proper offset assignments shall be as follows:

(i) The ratio of visual signal level to coherent disturbances shall not be less than 51 decibels for noncoherent channel cable television systems, when measured with modulated carriers and time averaged; and

(ii) The ratio of visual signal level to coherent disturbances which are frequency-coincident with the visual carrier shall not be less than 47 decibels for coherent channel cable systems, when measured with modulated carriers and time averaged.

(9) The terminal isolation provided to each subscriber terminal:

(i) Shall not be less than 18 decibels. In lieu of periodic testing, the cable operator may use

specifications provided by the manufacturer for the terminal isolation equipment to meet this standard; and

(ii) Shall be sufficient to prevent reflections caused by open-circuited or short-circuited subscriber terminals from producing visible picture impairments at any other subscriber terminal.

(10) The peak-to-peak variation in visual signal level caused by undesired low frequency disturbances (hum or repetitive transients) generated within the system, or by inadequate low frequency response, shall not exceed 3 percent of the visual signal level. Measurements made on a single channel using a single unmodulated carrier may be used to demonstrate compliance with this parameter at each test location.

(11) As of June 30, 1995, the following requirements apply to the performance of the cable television system as measured at the output of the modulating or processing equipment (generally the headend) of the system:

(i) The chrominance-luminance delay inequality (or chroma delay), which is the change in delay time of the chrominance component of the signal relative to the luminance component, shall be within 170 nanoseconds.

(ii) The differential gain for the color subcarrier of the television signal, which is measured as the difference in amplitude between the largest and smallest segments of the chrominance signal (divided by the largest and expressed in percent), shall not exceed $\pm 20\%$.

(iii) The differential phase for the color subcarrier of the television signal which is measured as the largest phase difference in degrees between each segment of the chrominance signal and reference segment (the segment at the blanking level of O IRE), shall not exceed ± 10 degrees.

(12) As an exception to the general provision requiring measurements to be made at subscriber terminals, and without regard to the type of signals carried by the cable television system, signal leakage from a cable television system shall be measured in accordance with the procedures outlined in § 76.609(h) and shall be limited as follows:

Frequencies	Signal leakage	
	limit (micro-volt/ meter)	Distance in meters (m)
Less than and including 54 MHz, and over 216 MHz	15	30
Over 54 up to and including 216 MHz	20	3

(b) Cable television systems distributing signals by using methods such as nonconventional coaxial cable techniques, noncoaxial copper cable techniques, specialized coaxial cable and fiber optical cable hybridization techniques or specialized compression techniques or specialized receiving devices, and which, because of their basic design, cannot comply with one or more of the technical standards set forth in paragraph (a) of this section, may be permitted to operate: Provided, That an adequate showing is made pursuant to § 76.7 which establishes that the public interest is benefited. In such instances, the Commission may prescribe special technical requirements to ensure that subscribers to such systems are provided with an equivalent level of good quality service.

Note 1: Local franchising authorities of systems serving fewer than 1000 subscribers may adopt

standards less stringent than those in § 76.605(a). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

Note 2: For systems serving rural areas as defined in § 76.5, the system may negotiate with its local franchising authority for standards less stringent than those in §§ 76.605(a)(3), 76.605(a)(7), 76.605(a)(8), 76.605(a)(10) and 76.605(a)(11). Any such agreement shall be reduced to writing and be associated with the system's proof-of-performance records.

Note 3: The requirements of this section shall not apply to devices subject to the provisions of §§ 15.601 through 15.626.

Note 4: Should subscriber complaints arise from a system failing to meet § 76.605(a)(6) prior to December 30, 1999, the cable operator will be required to provide a converter that will allow the system to meet the standard immediately at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order all converters on the system be changed to meet the standard.

Note 5: Should subscriber complaints arise from a system failing to meet § 76.605(a)(10), the cable operator will be required to remedy the complaint and perform test measurements on § 76.605(a)(10) containing the full number of channels as indicated in § 76.601(b)(2) at the complaining subscriber's terminal. Further, should the problem be found to be system-wide, the Commission may order that the full number of channels as indicated in § 76.601(b)(2) be tested at all required locations for future proof-of-performance tests.

Note 6: No State or franchising authority may prohibit, condition, or restrict a cable system's use of any type of subscriber equipment or any transmission technology.

[37 FR 3278, Feb. 12, 1972, as amended at 37 FR 13867, July 14, 1972; 40 FR 2690, Jan. 15, 1975; 40 FR 3296, Jan. 21, 1975; 41 FR 53028, Dec. 3, 1976; 42 FR 21782, Apr. 29, 1977; 47 FR 21503, May 18, 1982; 50 FR 52466, Dec. 24, 1985; 51 FR 1255, Jan. 10, 1986; 52 FR 22461, June 12, 1987; 57 FR 11002, Apr. 1, 1992; 57 FR 61010, Dec. 23, 1992; 58 FR 44952, Aug. 25, 1993; 59 FR 25342, May 16, 1994; 61 FR 18510, Apr. 26, 1996; 61 FR 18978, Apr. 30, 1996; 65 FR 53616, Sept. 5, 2000]

EXHIBIT 2

PROGRAMMING AND SIGNAL CARRIAGE

The Licensee shall provide the following broad categories of Programming:

- + News Programming;
- + Sports Programming;
- + Public Affairs Programming;
- + Children's Programming;
- + Entertainment Programming; and
- + Local Programming.

For informational purposes, it is the Licensee's intention to have the following channel line-up upon the Effective Date of the Renewal License, subject to applicable law and the Licensee's editorial discretion.

(See Attached)

EXHIBIT 3

**DROPS AND MONTHLY SERVICE
TO PUBLIC BUILDINGS AND PUBLIC SCHOOLS**

In accordance with Section 5.6 supra, the following public buildings and school buildings shall continue to receive a Drop and/or Outlet and the monthly Basic Service at no charge **:

Arlington High School

Ottoson Junior High School

Bishop School

Brackett School

Dallin School

Hardy School

Stratton School

Pierce School

Thompson School

Arlington Center Fire Station

Community Safety Building

Highland Fire Station

Park Circle Fire Station

Robbins House

Town Hall

Town Yard

Water Department

Robbins Library Fox

Branch Library

Jarvis House

Jefferson Cutter House

Arlington Senior Center

Access Studio at Old Dallin Library

** or such other address, without charge, as designated by the Issuing Authority

EXHIBIT 4

**CABLE-RELATED FUNDING
GROSS ANNUAL REVENUES REPORTING FORM
COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC.**

TOWN OF ARLINGTON

Period: [enter period of which payment is based]

Totals

Totals by Service:

Basic Service Revenue	\$ [enter amount]
Pay Service Revenue ¹	\$ [enter amount]
Other Unregulated Revenue ²	\$ [enter amount]
Digital Revenue	<u>\$ [enter amount]</u>
Subtotal:	\$ [enter subtotal]

Totals by Non Service:

Home Shopping Revenue	
Advertising Revenue	
Leased Access Revenue	\$ [enter amount]
Less Bad Debt/Add Bad Debt Paid	<u>\$ [enter amount]</u>
Subtotal:	\$ [enter subtotal]

Total Gross Revenue	\$ [enter total]
---------------------	------------------

License Fee (5%)	\$ [enter % of total]
------------------	-----------------------

Fee-on-Fee (5%)	<u>\$ [enter % of %]</u>
-----------------	--------------------------

License Fee Due	<u>\$ [enter total due]</u>
-----------------	-----------------------------

1 – Pay Service includes all Pay Channels and Pay-Per-View Movie/Event revenue.

2 – Other Unregulated includes converter, remote, installation, TV Guide, wire maintenance and other billing adjustments.

Authorized Comcast Representative:

Name:

Date:

EXHIBIT 5

207 CMR 10.00

BILLING AND TERMINATION OF SERVICE

10.01: Billing Practices Notice

- (1) Every cable television operator shall give written notice of its billing practices to potential subscribers before a subscription agreement is reached. Such notice shall include practices relating to the frequency and timing of bills, payment requirements necessary to avoid account delinquency, billing dispute resolution procedures and late payment penalties.
- (2) A copy of the cable television operator's billing practices notice, work order and sample subscriber bill shall be filed by March 15th of each year with the Commission, the issuing authority, and the company's local office, where they shall be available for public inspection. If an operator amends its billing practices notice, work order or subscriber bill after submitting the annual filing, it shall file copies of the amendments with the Commission, the issuing authority and the company's local office.
- (3) At least 30 days prior to implementing a change of one of its billing practices, the cable television operator shall notify in writing the Commission, the issuing authority and all affected subscribers of the change and include a description of the changed practice.
- (4) Statements about billing practices in work orders, marketing, materials and other documents shall be consistent with the billing practices notice.

10.02: Services, Rates and Charges Notice

- (1) The cable television operator shall give notice of its services, rates and charges to potential subscribers before a subscription agreement is reached.
- (2) At least 30 days prior to implementing an increase in one of its rates or charges or a substantial change in the number or type of programming services, the operator shall notify, in writing, the Commission, the issuing authority and all affected subscribers of the change and include a description of the increased rate or charge. The notice shall list the old and new rate or charge and, if applicable, the old and new programming services provided.
- (3) Every cable television operator shall fully disclose in writing all of its programming services and rates, upon request from a subscriber.
- (4) Every cable television operator shall fully disclose in writing all of its charges for installation, disconnection, downgrades and upgrades, reconnection, additional outlets, and rental, purchase and/or replacement due to damage or theft of equipment or devices used in relation to cable services, upon request from a subscriber.
- (5) Every cable television operator shall provide written notice of the charge, if any, for service visits and under what circumstances such charge will be imposed, upon request from a subscriber.
- (6) A copy of the cable operator's programming services, rates and charges shall be filed by March 15th of each year with the Commission, the issuing authority and the company's local office where it shall be made available for public inspection. If an operator amends its notice after the annual filing, it shall file a copy of the amendment with the Commission, the issuing authority and the company's local office.

- (7) A cable operator shall not charge a subscriber for any service or equipment that the subscriber has not affirmatively requested by name. This provision, however, shall not preclude the addition or deletion of a specific program from a service offering, the addition or deletion of specific channels from an existing tier of service, or the restructuring or division of existing tiers of service that do not result in a fundamental change in the nature of an existing service or tier of service.

10.03: Form of Bill

- (1) The bill shall contain the following information in clear, concise and understandable language and format:
 - (a) The name, local address and telephone number of the cable television operator. The telephone number shall be displayed in a conspicuous location on the bill and shall be accompanied by a statement that the subscriber may call this number with any questions or complaints about the bill or to obtain a description of the subscriber's rights under 207 CMR 10.07 in the event of a billing dispute;
 - (b) the period of time over which each chargeable service is billed including prorated periods as a result of establishment and termination of service;
 - (c) the dates on which individually chargeable services were rendered or any applicable credits were applied;
 - (d) separate itemization of each rate or charge levied or credit applied, including, but not be limited to, basic, premium service and equipment charges, as well as any unit, pay-per-view or per item charges;
 - (e) the amount of the bill for the current billing period, separate from any prior balance due;
 - (f) The date on which payment is due from the subscriber.
- (2) Cable operators may identify as a separate line item of each regular subscriber bill the following:
 - (a) The amount of the total bill assessed as a franchise fee and the identity of the franchising authority to whom the fee is paid;
 - (b) The amount of the total bill assessed to satisfy any requirements imposed on the cable operator by the franchise agreement to support public, educational, or governmental channels or the use of such channels;
 - (c) The amount of any other fee, tax, assessment, or charge of any kind imposed by any governmental authority on the transaction between the operator and the subscriber. In order for a governmental fee or assessment to be separately identified under 207 CMR 10.03, it must be directly imposed by a governmental body on a transaction between a subscriber and an operator.
- (3) All itemized costs shall be direct and verifiable. Each cable operator shall maintain a document in its public file which shall be available upon request that provides the accounting justification for all itemized costs appearing on the bill.

10.04: Advance Billing and Issuance of Bill

- (1) In the absence of a license provision further limiting the period of advance billing, a cable operator may, under uniform nondiscriminatory terms and conditions, require payment not more than two months prior to the last day of a service period.
- (2) A cable subscriber may voluntarily offer and a cable operator may accept advance payments

for periods greater than two months.

- (3) Upon request, a cable television operator shall provide subscribers with a written statement of account for each billing period and a final bill at the time of disconnection.

10.05: Billing Due Dates, Delinquency, Late Charges and Termination of Service

- (1) Subscriber payment is due on the due date marked on the bill, which shall be a date certain and in no case a statement that the bill is due upon receipt. The due date shall not be less than five business days following the mailing date of the bill.
- (2) A subscriber account shall not be considered delinquent unless payment has not been received by the company at least 30 days after the bill due date.
- (3) The following provisions shall apply to the imposition of late charges on subscribers:
 - (a) A cable television operator shall not impose a late charge on a subscriber unless a subscriber is delinquent, the operator has given the subscriber a written late charge notice in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the date of delinquency to pay the balance due.
 - (b) A charge of not more than 5 percent of the balance due may be imposed as a one-time late charge.
 - (c) No late charge may be assessed on the amount of a bill in dispute.
- (4) A cable television operator shall not terminate a subscriber's service unless the subscriber is delinquent, the cable operator has given the subscriber a separate written notice of termination in a clear and conspicuous manner, and the subscriber has been given at least eight business days from the mailing of the notice of termination to pay the balance due. A notice of termination shall not be mailed to subscribers until after the date of delinquency.
- (5) A cable television operator shall not assess a late charge on a bill or discontinue a subscriber's cable television service solely because of the nonpayment of the disputed portion of a bill during the period established by 207 CMR 10.07 for registration of a complaint with the operator or during the process of a dispute resolution mechanism recognized under 207 CMR 10.07.
- (6) Any charge for returned checks shall be reasonably related to the costs incurred by the cable company in processing such checks.

10.06: Charges for Disconnection or Downgrading of Service

- (1) A cable television operator may impose a charge reasonably related to the cost incurred for a downgrade of service, except that no such charge may be imposed when:
 - (a) A subscriber requests total disconnection from cable service; or
 - (b) A subscriber requests the downgrade within the 30 day period following the notice of a rate increase or a substantial change in the number or type of programming services relative to the service (s) in question.
- (2) If a subscriber requests disconnection from cable television service prior to the effective date of an increase in rates, the subscriber shall not be charged the increased rate if the cable television operator fails to disconnect service prior to the effective date. Any subscriber who has paid in advance for the next billing period and who requests disconnection from service shall receive a prorated refund of any amounts paid in advance.

10.07: Billing Disputes

- (1) Every cable television operator shall establish procedures for prompt investigation of any billing dispute registered by a subscriber. The procedure shall provide at least 30 days from the due date of the bill for the subscriber to register a complaint. The cable television operator shall notify the subscriber of the result of its investigation and give an explanation for its decision within 30 working days of receipt of the complaint.
- (2) The subscriber shall forfeit any rights under 207 CMR 10.07 if he or she fails to pay the undisputed balance within 30 days.
- (3) Any subscriber in disagreement with the results of the cable television operator's investigation shall promptly inquire about and take advantage of any complaint resolution mechanism, formal or informal, available under the license or through the issuing authority before the Commission may accept a petition filed under 207 CMR 10.07(4).
- (4) The subscriber or the cable television operator may petition the Commission to resolve disputed matters within 30 days of any final action. Final action under 207 CMR 10.07(3) shall be deemed to have occurred 30 days after the filing of a complaint.
- (5) Upon receipt of a petition, the Commission may proceed to resolve the dispute if all parties agree to submit the dispute to the Commission and be bound by the Commission's decision and the Commission obtains a statement signed by the parties indicating that agreement. In resolving the dispute, the Commission may receive either written or oral statements from the parties, and may conduct its own investigation. The Commission shall then issue a decision based on the record and the parties shall receive written notification of the decision and a statement of reasons therefor.

10.08: Security Deposits

- (1) A cable operator shall not require from any cable subscriber a security deposit for converters or other equipment in excess of the cost of the equipment.
- (2) The cable operator shall pay interest to the cable subscriber at a rate of 7% per year for any deposit held for six months or more, and such interest shall accrue from the date the deposit is made by the cable subscriber. Interest shall be paid annually by the cable operator to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.
- (3) Within 30 days after the return of the converter or other equipment, the cable operator shall return the security deposit plus any accrued interest to the cable subscriber, either as a direct payment or as a credit to the cable subscriber's account.

EXHIBIT 6

FCC CUSTOMER SERVICE OBLIGATIONS

**TITLE 47--TELECOMMUNICATION
CHAPTER I--FEDERAL COMMUNICATIONS COMMISSION**

PART 76--CABLE TELEVISION SERVICE

Subpart H--General Operating Requirements

Sec. 76.309 Customer Service Obligations

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability--

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering Machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety-five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes Known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time that is convenient for the customer.

(3) Communications between cable operators and cable subscribers--

(i) Notifications to subscribers--

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

- (3) Installation and service maintenance policies;
- (4) Instructions on how to use the cable service;
- (5) Channel positions programming carried on the system; and,
- (6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing--

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds--Refund checks will be issued promptly, but no later than either--

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits--Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions--

(i) Normal business hours--The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions--The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption--The term "service interruption" means the loss of picture or sound on one or more cable channels.

EXHIBIT 7

CABLE DIVISION FORM 500

(See Attached)

-Town of Arlington Cable Television Renewal License-
October 1, 2016-September 30, 2026

Form 500 Complaint Data - Paper Filing

City/Town:

Cable Company:

Filing Year:

Address:

Number of Subscribers:

Address:

Contact:

Phone:

E-Mail:

Average Resolution Time:

<1> Less than 1 Day, <2> 1-3 Days, <3> 4-7 Days, <4> 8-14 Days, <5> 15-30 Days, <6> > 30 Days

Manner of Resolution:

A. Resolved to the satisfaction of both parties., B. Resolved, customer dissatisfied., C. Not Resolved.

	Total Complaints	Avg. Resolution Time (see code above)	Manner of Resolution (see code key above for the manner represented by the letters below) The number below each letter indicates the number of complaints resolved in that manner.		
			A.	B.	C.
Advertising/Marketing	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Appointment/Service call	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Billing	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Customer Service	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Defective Notice	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Equipment	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Installation	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Reception	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Service Interruption	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Unable to Contact	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Failure to Respond to Original Complaint	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Other:	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

-Town of Arlington Cable Television Renewal License-
October 1, 2016-September 30, 2026

SIGNATURE PAGE

In Witness Whereof, this Renewal Cable Television License is hereby issued by the Board of Selectmen of the Town of Arlington, Massachusetts, as Issuing Authority and all terms and conditions are hereby agreed to by Comcast Cable Communications Management, LLC.

The Arlington Board of Selectmen,
as Issuing Authority

Chairman

Comcast Cable Communications Management, LLC.

By:

Tracy L. Pitcher
Regional Senior Vice-President
Greater Boston Region

Town of Arlington Cable Television Renewal License
October 1, 2016-September 30, 2026

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207 CMR 10.00	Exhibit 5
FCC Customer Service Obligations	Exhibit 6
Cable Division Form 500	Exhibit 7

***AGREEMENT BETWEEN THE TOWN OF ARLINGTON, MA AND
COMCAST***

Whereas, this Agreement is between Comcast Cable Communications Management, LLC (“Comcast”) and the Board of Selectmen of Arlington (“the Issuing Authority”), in its role as statutory Issuing Authority, regarding the existing Institutional Network (the “I-Net”), as more fully delineated below; and

Whereas, representatives from Comcast and the Issuing Authority have been negotiating in good faith regarding the existing I-Net as described in the Cable Television License dated July 26, 2006 (the 2006 Renewal License”); and

Whereas, this Agreement shall be effective concurrently with the execution of the Arlington Cable Television Renewal License, with an Effective Date of October 1, , 2016 (the “2016 Renewal License”).

NOW THEREFORE, the Issuing Authority and Comcast mutually agree to completely resolve said I-Net issues as follows:

Article 1: Cable-Related Fund Payment

(a) Comcast shall provide a one-time payment to the Town of Arlington in the amount of Twenty-Five Thousand Dollars (\$25,000.00) for the purpose of supporting the Town’s cable-related needs within sixty (60) days of the execution of the new Comcast Arlington Television Renewal License.

(b) Comcast hereby agrees that it shall not pass through to the Issuing Authority, the Town of Arlington and/or Comcast’s Arlington subscribers the cost of said Twenty-Five Thousand Dollar (\$25,000.00) payment referenced above.

(c) Upon decommission of the I-Net, Comcast shall ensure that current maintenance costs for the I-Net shall be adjusted in accordance with applicable laws and/or regulations to reflect the decommissioning of the existing I-Net.

Article 2: Future Obligations

Subject to the provisions herein, the Issuing Authority agrees that no later than April 1, 2017, Comcast shall have no further responsibility for operating or maintaining the existing I-Net and said I-Net may be decommissioned for any and all uses by the Town. Until April 1, 2017, Comcast shall continue to operate and maintain the existing I-Net to provide the applications and services that are in use by the Town and/or its designee(s) as of the Effective Date of the 2016 Renewal License, in accordance with applicable FCC standards and taking into account the availability of replacement parts, if applicable.

SIGNATURE PAGE

This Agreement is hereby agreed to by the Board of Selectmen, as Issuing Authority, of the Town of Arlington and Comcast Cable Communications Management, LLC

_____ Date: _____

BY: _____

TITLE: _____

Comcast Cable Communications Management, LLC

_____ Date: _____

BY:

Chairman
Arlington, MA Board of Selectmen



February 21, 2017

Arlington Board of Selectmen Town of Arlington
730 Massachusetts Avenue
Arlington, MA 02476

Re: Discount available to eligible Arlington Senior Citizens

Dear Members of the Board:

The purpose of this letter is to outline the senior citizen discount that will be available to qualified Arlington Comcast cable service subscribers.

Comcast will voluntarily offer a discount equal to \$2.00 per month off Digital Starter. The discount will be for those persons age sixty-five (65) or older, who are head of household and receiving SSI or Medicaid. A qualifying subscriber must be able to show proof of such qualifications. Acceptable documentation would be the following:

- Proof of Age: Driver's License, Birth Certificate, or Passport
- Head of Household: Lease, Deed, Town Tax Bill
- Receiving SSI or Medicaid benefits under Social Security

This discount will be available no later than 90 days from the execution date of the recently executed Cable Television Renewal License and will be run concurrent with the recently executed Cable Television Renewal License.

Those currently enrolled in a Sr. Discount program will retain their existing discount until making a change of service or receiving advance notice from Comcast. Comcast reserves the right to modify or eliminate such program at its sole discretion. In the event Comcast adopts and offers a statewide senior citizen discount program, Comcast reserves the right to implement such program, after reasonable written notice to your office.

Sincerely,

Gregory Franks

Greg Franks
Sr. Manager of Government & Regulatory Affairs

cc: Gerry Buckley, Director of Government Affairs, Comcast



February 21, 2017

Arlington Board of Selectmen
Town of Arlington
730 Massachusetts Avenue
Arlington, MA 02476

Re: Franchise Related Cost (FRC) side letter

Dear Members of the Board:

In Section 6.3 of the new Arlington Cable Television Renewal License with an October 1, 2016 Effective Date, Comcast has agreed to provide Five Hundred Thousand Dollars (\$500,000) in capital funding to the Town of Arlington payable in annual increments of Fifty Thousand Dollars (\$50,000) per the terms of the license.

In accordance with applicable laws, said annual Fifty Thousand Dollar (\$50,000) funding will be passed through to Arlington subscribers by Comcast in their monthly bills as a line item labeled "Franchise Related Cost (FRC)". The portion of the FRC attributable to this funding will be based upon the recovery by Comcast of not more than Five Hundred Thousand Dollars (\$500,000) over the Renewal Franchise term. The monthly FRC will then be calculated by simply dividing the monthly recovery by the existing number of cable subscribers in Arlington. The only changes in this FRC line-item going forward will be adjustment necessitated by changes, either increases or decreases, in the number of Arlington cable subscribers. These adjustments, which Comcast refers to as true-ups, will occur annually if needed.

The calculation in this letter is specifically limited to the capital payments from Section 6.3 of the new Arlington Renewal Franchise, dated October 1, 2016.

Very truly yours,

Gregory Franks

Greg Franks, Sr. Manager
Government & Regulatory Affairs

Cc: Gerry Buckley, Sr. Director of Government Affairs



Town of Arlington, Massachusetts

Minutes of Meetings: February 6, 2017

ATTACHMENTS:

Type	File Name	Description
☐ Reference Material	2.6.17.docx	draft 2.6.17 minutes

TOWN OF ARLINGTON
BOARD OF SELECTMEN

Meeting Minutes
Monday, February 6, 2017
7:15 PM

Present: Mrs. Mahon, Chair, Mr. Dunn, Vice Chair, Mr. Byrne, and Mr. Curro
Also Present: Mr. Chapdelaine, Mr. Heim and Mrs. Krepelka
Absent: Mr. Greeley

CONSENT AGENDA

1. Minutes of Meetings: January 23, 2017
Mr. Dunn moved approval.

SO VOTED (3-0-1)
Mr. Byrne abstained.

PUBLIC HEARINGS

2. 7:15 p.m. CDBG - Performance Update for Program Year 2016-2017
Julie Wayman, CDBG Administrator, Planning & Community Development
Mr. Byrne moved receipt of applications and report.

SO VOTED (4-0)

3. 7:15 p.m. Vote: CDBG Requests for FY2017-2018 Funding
Julie Wayman, CDBG Administrator, Planning & Community Development
Mr. Chapdelaine explained that the sub-committee will recap the requests/budgets, review what has been spent to date, and then look at the requests submitted. Mr. Curro and Mr. Byrne will bring the recommendations to the Board at a future meeting. At this time, applicants spoke on behalf of why their requests are important.

Mr. Byrne moved receipt of report. SO VOTED (4-0)

APPOINTMENTS

4. Equal Opportunity Committee
Andrea Haas (term to expire 1/31/2020)
Mr. Byrne moved approval.
5. Human Rights Commission
David Swanson (term to expire 1/31/2020)
Mr. Byrne moved approval.

SO VOTED (4-0)

SO VOTED (4-0)

6. Redevelopment Board
Eugene Benson (term to expire 1/31/2020)
Mr. Dunn moved approval.

SO VOTED (4-0)

TRAFFIC RULES & ORDERS / OTHER BUSINESS

7. Request: One Space On Street Overnight Parking @ 55 Brantwood Road
Charlotte Pierce and David Wilcox

Mr. Dunn moved approval.

SO VOTED (4-0)

8. Vote: a) Special Town Meeting, April 26, 2017
b) Opening of Special Town Meeting Warrant, February 15, 2017
Diane M. Mahon, Chair

Mr. Chapdelaine reported that the Special Town Meeting reasons are:

- a) Appropriation requests for construction fees of the Gibbs reconstruction (one for the Annual Town Meeting and one for the Special Town Meeting); and
- b) Transfer of funds out of the schools Special Ed Stabilization Fund to backfill their FY2017 budget.

Mr. Dunn suggested that the opening of the Special Town Meeting Warrant be on February 22, 2017 instead of February 15th in order to allow more time in case additional reasons require Special Town Meeting.

Mr. Byrne moved approval.

SO VOTED (4-0)

WARRANT ARTICLE HEARINGS

Articles for Review

Article 21 Vote/Surveillance Study Group

Steve Revilak requested support of the Selectmen to look into issues involved and possible future policies with a limited scope of Town Agencies for outdoor public spaces. He suggested the committee composition should include a member from: Human Rights Commission, legal, IT Department or Advisory Committee and Police Department. Mr. Chapdelaine further recommended designees from: Town Manager, Town Moderator, Town Facilities and two (2) Town Meeting members.

Attorney Heim advised that the Selectmen have control over public streets but cannot regulate the Arlington Housing Authority and private properties. He cautioned all action should be examined carefully. After some discussion Mr. Dunn recommended this be a committee of the Town Meeting, Town Manager or Board of Selectmen. Mr. Revilak agreed with it being a committee of the Town Manager or Board of Selectmen.

Marla Marcum, 117 Sunnyside Avenue stated that research shows security cameras do very little to deter crime. She would like to know if there has been a cost benefit analysis to fund this surveillance and questioned if these funds could be used more effectively and humanely to accomplish the same goals.

Christine Hildebidle, 123 Sunnyside Avenue spoke in favor of the surveillance study group. She understands the jurisdictional issues with the Housing Authority but encouraged the Selectmen to weigh in with the State pointing out the problem of camera directions on private homes and public streets.

Mr. Dunn moved no action on this article and referred it to the Town Manager.

SO VOTED (4-0)

Mr. Chapdelaine will work with Mr. Revilak, Town Counsel, and the Police Chief to come back to a future meeting with proposed membership and to adopt/ post/fill the committee.

Article 22 Acceptance of Legislation/Senior Property Tax Work-Off Program

Mr. Curro moved favorable action. SO VOTED (4-0)

Article 23 Acceptance of Legislation/Veteran Property Tax Work-Off Program

Mr. Curro moved favorable action. SO VOTED (4-0)

Article 24 Acceptance of Legislation/Elderly and Disabled Taxation Fund

Mr. Byrne moved favorable action. SO VOTED (4-0)

Article 25 Acceptance of Legislation/CPI Adjustment for Elderly Residents

Mr. Dunn moved favorable action. SO VOTED (4-0)

CORRESPONDENCE RECEIVED

Request Closing Eustis Street Northbound 4:00 p.m. - 6:30 p.m.

Dr. Rebecca and Dr. David Porteous, 14 Eustis Street

Dr. Rebecca Porteous spoke requesting Eustis Street be closed (exempting residents) from 4:00-6:30 PM going northbound. Several neighbors spoke in support and non-support of closing the street. Requests were made to look at the whole neighborhood and a traffic study done for the best solution to the traffic problems.

Mr. Byrne moved receipt of correspondence and referred to the Town Manager for review and recommendation. SO VOTED (4-0)

Mrs. Mahon told the residents that they would be contacted by the Town Manger when the recommendation is ready.

NEW BUSINESS

Mr. Curro announced that the Metropolitan Planning Council on Arts & Culture through the Planning Department is holding a public meeting in the Town Hall on March 1, 2017 at 6:30PM.

Mr. Dunn announced the Minuteman Bikeway 25th Anniversary Committee is planning events for a year and a half long celebration of the 25 year anniversary.

Mr. Dunn reported that V2020 is meeting and brainstorming on drafting a new definition and goals.

Mr. Dunn suggested that a Budget Revenue Task Force meeting be planned to discuss the Governor's budget and the Town's budget. He explained that the current override will run out by 2021 and there is merit to start planning for another override for June 2020. Mr. Chapdelaine will look into a date for the meeting.

Mr. Curro moved to adjourn at 9:10 p.m. SO VOTED 4-0)

A true record attest:

Marie A. Krepelka
Board Administrator

Next Meeting of BoS February 27, 2017

2/6/17

Agenda Item	Documents Used
1	Draft minutes 1.23.17
2	CDBG - Performance Update for Program Year 2016-2017
3	Vote: CDBG Requests for FY2017-2018 Funding
4	Equal Opportunity Committee, TM Recommendation, A. Haas Letter and Resume, Meeting Notice
5	Human Rights Commission, TM Recommendation, D. Swanson Letter and Resume, Meeting Notice
6	Redevelopment Board, TM Recommendation, E. Benson Resume, Meeting Notice
7	One Space On Street Overnight Parking @ 55 Brantwood Road, Police Recommendations, Resident Request, Meeting Notice
8	Vote: Special Town Meeting, April 26, 2017
W. A. Hearings	<p>D. Heim comments on the below warrants:</p> <ul style="list-style-type: none"> - Article 21 Vote/Surveillance Study Group - Article 22 Acceptance of Legislation/Senior Property Tax Work-Off Program - Article 23 Acceptance of Legislation/Veteran Property Tax Work-Off Program - Article 24 Acceptance of Legislation/Elderly and Disabled Taxation Fund - Article 25 Acceptance of Legislation/CPI Adjustment for Elderly Residents <p>S.Revilak comment on article 21 and meeting notice S. Pooler/P.Tierney comments on articles 22-25 C. Bongiorno comments on articles 22-25</p>
Correspondence Recv'd	Porteous correspondence request



Town of Arlington, Massachusetts

Request: Patriots' Day Committee Events, April 23, 2017

Summary:

Event Permits Requested for 4/23/17:

- a) 53rd Annual Patriots' Day Fun Run at 8:45 a.m. along Massachusetts Avenue;
- b) Menotomy Reenactment at 12/Noon at the Jason Russell House;
- c) Patriots' Day Parade at 2:00 p.m.

ATTACHMENTS:

Type	File Name	Description
Reference Material	Patriots__Day_Parade_requests.pdf	Reference

**Arlington
Patriots' Day
Parade
Committee**

Bob Bowes

Christine Bongiorno

Captain James Curran

Jeff Chunglo

Kathleen Darcy

Kevin Flood

Carol Greeley

Joe Marshall

Laura Munsey

Pat Quinn

Rich Raymond

ARLINGTON
Patriots' Day Parade

APRIL 23, 2017

February 14, 2017

Board of Selectmen
Arlington Town Hall
730 Massachusetts Avenue
Arlington, MA 02476

RE: Patriots' Day Committee Event Requests

Dear Board Members:

The Arlington Patriots' Day Parade has been set for Sunday, April 23, 2017. Please note that the date has moved from the Sunday before the Patriots Day holiday to the following Sunday due to the conflict with Easter Sunday.

On behalf of the Patriots' Day Parade Committee, I am requesting permits for the following events:

53rd Annual Patriots' Day Fun Run:

The Arlington Boys and Girls Club respectfully request a permit to hold its 53rd Annual Patriots' Day Fun Run on Sunday, April 23, 2017 at 8:45 am. The Fun Run is a 2.7 mile run along Massachusetts Avenue from the Lexington line. We will be arranging Police presence to start for up to 200 runners, as well as traffic control (Bikes/Motorcycles) at Park Ave, Jason Street, and Pleasant Street. The race typically lasts for 1 hour and will conclude at the Arlington Boys and Girls Club, 60 Pond Lane.

Menotomy Reenactment:

In 2017, we will be including the Arlington Patriots' Day Menotomy Battle Reenactment as part of its festivities. This event is scheduled for Sunday, April 23, 2017 beginning at 12:00 noon at the Jason Russell House. Police will be arranged to control traffic as the individuals reenacting the battle cross at the intersection of Mill Street and Massachusetts Avenue as they proceed from Arlington High School to the Jason Russell House. Police presence will also ensure a safe environment for the spectators as well.

Patriots' Day Parade

The Patriots' Day Parade Committee respectfully requests a permit to allow a parade to form and march on Massachusetts Avenue and adjoining streets on Sunday, April 23, 2017. Sufficient Police presence will be arranged to control and divert all non-parade

April 23, 2017

Schedule of Events:

8:45 am Arlington Boys
& Girls Club Road Race

12noon Menotomy
Battle Reenactment

2pm Patriots Day
Parade kicks off



**Arlington Patriots'
Day Parade
Committee**

730 Massachusetts Ave
Arlington, MA 02476
www.arlingtonma.gov/parade
781-316-3172

ARLINGTON
Patriots' Day Parade
APRIL 23, 2017

February 8, 2016

-2-

Board of Selectmen
Arlington Town Hall

vehicular traffic to alternate routes 12:00 pm to 5:00 pm traveling on Massachusetts Avenue from Forest Street east to Foster Street/Linwood Street, passing in review at the Town Hall. Adjoining streets where units will form are Brattle Street, Quinn Road, and Hobbs Court.

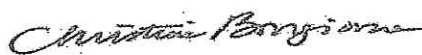
The Parade will step off at 2:00 pm promptly (rain or shine) and will end before 5:00 pm. If a permit is granted, it is requested that the Board alert, through the media, MBTA commuting citizens that the buses normally operating along Massachusetts Avenue will be using alternate routes along the parade route from 12:00 pm to 5:00 pm.

A final request is that an agenda item be added to a Board of Selectmen meeting prior to the April 23rd Parade to publicly thank our Diamond and Platinum Sponsors. The Parade Committee will have recognition plaques to present to these sponsors who have made the 2017 Patriots' Day Parade possible. *Agenda Item 4.3.17*

We are so happy to continue this historic Parade as well as coordinate these wonderful community events in celebration of Patriots' Day. We are expecting a community-wide celebration of which we all can be proud.

Thank you for your attention and consideration of this matter, and do not hesitate to contact me if you have any questions.

Respectfully submitted,



Christine Bongiorno, Committee Chair
Director of Health and Human Services



Town of Arlington, Massachusetts

For Approval: Two Sandwich Boards for 'Shoot for the Cure 2017', March 17 - March 25

Summary:

Jennifer Tripp, President and Jennifer Goodwin, Clerk
Shoot for the Cure Fund

ATTACHMENTS:

Type	File Name	Description
▢ Reference Material	Shoot_for_the_Cure.pdf	Reference



RECEIVED
SELECTMEN'S OFFICE
ARLINGTON, MA 02476

2017 FEB 16 PM 1:02

February 14, 2017

Board of Selectman
Town of Arlington
730 Massachusetts Avenue
Arlington, MA 02476

Re: Shoot for the Cure 2017, March 24 & 25, Ed Burns Arena

Members of the Board:

This letter is to request permission to display two sandwich boards to help notify our community of the Shoot for the Cure 2017 to be held at the Ed Burns Arena on Friday evening, March 24 and Saturday, March 25. This is our tenth event and will help to raise funds for the Shoot for the Cure Fund a 501 c 3 non profit that donates money to local cancer patients and the organizations that support them, their families and a cure for cancer. This year we are honored to have Travis Roy joining us for a Meet & Greet and Book Signing on Friday night.

We would like to place these boards in two distinct locations: on the westbound center island at the intersection of Mass. Ave. and Pleasant St. and on the Mystic Street island. These boards will be 25 inches wide and 37 inches in height and will be secured and stabled. We request permission to display the boards from March 17- March 25. We will remove the boards on Sunday, March 26.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Tripp".

Shoot for the Cure Fund
Jennifer Tripp, President
Jennifer Goodwin, Clerk
328 Park Ave
Arlington, MA 02476
781-646-8753

jennatripp@msn.com



66

Total Number of cancer fundraiser participants we have sponsored, Including PMC Riders, Avon 2 Day Walkers and Jimmy Fund Walkers- Total donated \$37,966

\$9342

Donated to 23 PMC Riders

6

Number of teams participating in 2008 inaugural SFTC

24

Number of teams Competing in SFTC

\$23,850

Donated to 24 Avon 2 Day Walkers

Donations totaling \$23,475 to Non Profits including The Children's Room, Arlington Youth Counseling Center, The Center for Cancer Support & Education.

14

\$44,000

Total Donated to 36 Shoot for the Cure Scholarship Awardees

15

Support grants given to cancer patients totaling \$13,550

\$3300

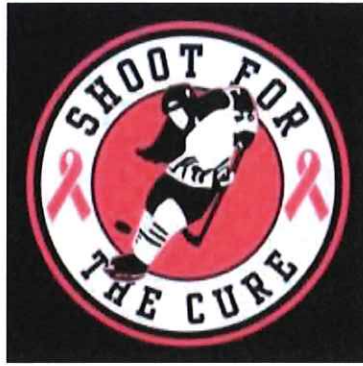
Donated to 11 Jimmy Fund Walkers

3

Number of times Rene Rancourt has sung the National Anthem at SFTC

THE SHOOT FOR THE CURE FUND IS A 501(C)3 NON PROFIT AND ALL DONATIONS ARE TAX DEDUCTIBLE

WWW.ARLINGTONSHOOTFORTHECURE.COM



FRIDAY, MARCH 24, 2017

FAMILY HOCKEY, 6-10 PM

KIDS UNDER 10 SKILLS & SHOOTOUT 6 PM

MEET & GREET/BOOK SIGNING WITH TRAVIS ROY, 7 PM

CHUCK A PUCK, 7:30 PM

SATURDAY, MARCH 25, 2017

WOMEN'S HOCKEY, 1-9 PM

INCLUDING ARLINGTON'S OWN

MENOTOMY ROCKETS AND NORTHEAST ANGELS!

RAFFLE PRIZES, SILENT AUCTION, 50/50 AND MORE!

ED BURNS ARENA, 422 SUMMER ST. ARLINGTON

VISIT ARLINGTONSHOOTFORTHECURE.COM

FOR ALL THE DETAILS!



Town of Arlington, Massachusetts

Request: AHS Ice Cream Fundraiser for Dana-Farber Cancer Institute(DFCI)

Summary:

Jefferson Cutter House Lawn, May 20, 2017 10:00 a.m.- 6:00 p.m.
Tarangana Thapa, Patrick O'Toole, Jeremiah Jacob Dolan
The AHS Scoops Club

ATTACHMENTS:

Type	File Name	Description
▢ Reference Material	Ice_Cream_Festival_AHS.Dana_Farber_5.20.17.docx	request letter



ARLINGTON HIGH SCHOOL

869 Massachusetts Avenue
Arlington, MA 02476-4701

(781) 316-3590
Fax (781) 316-3504

To,
The Arlington Selectmen,
730 Massachusetts Ave,
Arlington, MA-02476

SUB: Request for permission to use 611 Mass. Ave.,
on May 20th, from 10:00-6:00, as a venue for a fundraiser

Dear Selectmen,

Last year, on May 21st, 2016, a group of proactive students at Arlington High School committed to raising money with the Jimmy Fund for cancer research, put on a town-wide ice cream fundraiser. The event, inspired by Boston's own Scooper Bowl, consisted of a day-long ice cream festival in the Jefferson Cutter House lawn during which we scooped our hearts out to raise money for research and care at the Dana-Farber Cancer Institute (DFCI) in Boston. The majority of our donation to DFCI came from the \$5 entry fee to the all-you-can-eat event. Our goal was to inspire community support for the cause and to raise money for DFCI, especially since several members of our community are currently battling cancer. We raised \$4,000 for the Jimmy Fund.

This year, we are hoping to put on the same fundraiser, so we can continue uniting Arlington in the fight against cancer. We request that you allow us a permit to use the Jefferson Cutter House lawn from 10:00AM - 6:00PM on May 20th as the venue for our event, as the lawn is ideal due to its easy visibility and through traffic. We thank you greatly for your support and consideration!

Most Sincerely,

The AHS Scoops Club

Tarangana Thapa

tthapa2017@spyponders.com

Patrick O'Toole

po'toole2017@spyponders.com

Jeremiah Jacob Dolan

jjacob-dolan2017@spyponders.com



Town of Arlington, Massachusetts

Appointment: Transportation Advisory Committee (associate member to full member)

Summary:

Michael Gordon (term to expire 12/31/2020)

ATTACHMENTS:

Type	File Name	Description
▢ Reference Material	Gordon_Nomination_020717_(1).doc	TAC request to appoint M. Gordon



TRANSPORTATION ADVISORY COMMITTEE

Arlington Planning Department, 730 Mass Ave,
Arlington MA, c/o Laura Wiener

To: Board of Selectmen, Arlington, MA

From: Transportation Advisory Committee (TAC)

Subject: Appointment of New Member

Date: February 23, 2017

This is to request the Board of Selectmen approve the nomination of Michael Gordon to full membership on the Arlington Transportation Advisory Committee. Michael has been an associate member of TAC since the fall of 2015 and has also served as the resident member of the Parking Implementation and Governance Committee since its inception. He has been a resident of Arlington for approximately 2 1/2 years and is currently employed as a transit planner in the Transit and Rail Group at VHB, Inc.

He will replace Jeff Maxtutis who recently resigned as a full member of the TAC. Fortunately, Jeff has agreed to continue to serve on the TAC as an associate member.

Thank you for your consideration of this nomination.

Respectfully submitted,

Howard Muise – TAC Chair

Transportation Advisory Committee Members:

Wayne Chouinard, Seth Federspiel, John Hurd, Melissa Laube, Jeff Maxtutis, Marjorie Moores, Howard Muise,
Officer Corey Rateau, Jeanette Rebecchi, Scott Smith, and Laura Wiener

Web site; www.arlingtonma.gov/tac



Town of Arlington, Massachusetts

Reappointments: Board of Registrar of Voters

Summary:

John L. Worden III (term to expire 3/31/2020)

Adele Kraus (term to expire 3/31/2019)

ATTACHMENTS:

Type	File Name	Description
▢ Reference Material	Registrar_of_Voters_reapp.pdf	Reappointment Request, Worden and Kraus Meeting Notices



**OFFICE OF THE TOWN CLERK
TOWN OF ARLINGTON
730 MASSACHUSETTS AVENUE
ARLINGTON, MA 02476**

**TOWN HALL
OFFICE HOURS
MONDAY, TUESDAY & WEDNESDAY
8 A.M. TO 4 P.M.
THURSDAY - 8 A.M. TO 7 P.M.
FRIDAY - 8 A.M. TO 12:00 P.M.**

**STEPHANIE L. LUCARELLI
TOWN CLERK**

**TELEPHONE
(781) 316-3070**

February 23, 2017

Dear Madam Chairman,

I spoke with both Adele Kraus and John L. Worden III and they would like to be re-appointed again as Registrars. Thank you for your attention in this matter.

Please do not hesitate to contact me with any questions.

Thank you.

Very Truly,

Stephanie L. Lucarelli

Stephanie L. Lucarelli
Town Clerk

OFFICE OF THE BOARD OF SELECTMEN

DIANE M. MAHON, CHAIR
DANIEL J. DUNN, VICE CHAIR
KEVIN F. GREELEY
STEVEN M. BYRNE
JOSEPH A. CURRO, JR.



730 MASSACHUSETTS AVENUE
TELEPHONE
781-316-3020
781-316-3029 FAX

TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

February 23, 2017

John L. Worden III
27 Jason Street
Arlington, MA 02476

Re: Reappointment - Board of Registrar of Voters

Dear Atty. Worden:

Please be advised that the Board of Selectmen will be discussing your reappointment (for a three year term) to the above-named at their meeting to be held on Monday, February 27th at 7:15 p.m. in the Robbins Memorial Town Hall Auditorium, 1st Floor, Town Hall. It is not a requirement that you attend the meeting.

Very truly yours,
BOARD OF SELECTMEN

A handwritten signature in cursive script that reads "Marie A. Krepelka".

Marie A. Krepelka
Board Administrator

MAK:fr

cc: Stephanie Lucarelli, Town Clerk

OFFICE OF THE BOARD OF SELECTMEN

DIANE M. MAHON, CHAIR
DANIEL J. DUNN, VICE CHAIR
KEVIN F. GREELEY
STEVEN M. BYRNE
JOSEPH A. CURRO, JR.



730 MASSACHUSETTS AVENUE
TELEPHONE
781-316-3020
781-316-3029 FAX

TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

February 23, 2017

Adele Kraus
438 Massachusetts Avenue, Apt. 116
Arlington, MA 02474

Re: Reappointment - Board of Registrar of Voters

Dear Ms. Kraus:

Please be advised that the Board of Selectmen will be discussing your reappointment (for a two year term) to the above-named at their meeting to be held on Monday, February 27th at 7:15 p.m. in the Robbins Memorial Town Hall Auditorium, 1st Floor, Town Hall. It is not a requirement that you attend the meeting.

Very truly yours,
BOARD OF SELECTMEN

A handwritten signature in cursive script that reads "Marie A. Krepelka".

Marie A. Krepelka
Board Administrator

MAK:fr

cc: Stephanie Lucarelli, Town Clerk



Town of Arlington, Massachusetts

Request: Special (One Day) Beer & Wine License, 3/10/17 @ Robbins Library for ' Books in Bloom'

Summary:

Sally Naish and Patsy Kraemer, Books in Bloom Fundraiser Committee

ATTACHMENTS:

Type	File Name	Description
▢ Reference Material	Books_in_Bloom.pdf	Special Beer and Wine Application

OFFICE OF THE BOARD OF SELECTMEN



TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

SPECIAL ALCOHOL LICENSE APPLICATION

Name of Applicant: Sally Naish/Patsy Kraemer Books in Bloom Fundraiser Committee

Address, phone & e-mail contact information:

Patsy - 85 Columbia Rd., Arlington, Ma. 781-858-8629 patsy@patsykraemer.com/ Sally - 10 Colonial Dr., Arlington, Ma. 781-648-2380, sijn home@gmail.com

Name & address of Organization for which license is sought:

Arlington Garden Club & Friends of Libraries

Does this Organization hold nonprofit status under the IRS Code? X ☒ Yes ☐ No

Name of Responsible Manager of Organization (if different from above): same

Address, phone & e-mail contact information:

same

Has the Applicant or Organization applied for and/or been granted a special liquor license this calendar year? ☐ NO ☐ If so, please give date(s) of Special Licenses and/or applications and title of event(s).

Is this event an annual or regular event? If so, when was the last time this event was held and at what location?

biannual event - last done in November 2015.

24-Hour contact number for Responsible Manager on Event date:

Patsy Kraemer, 781-858-8629 & Sally Naish 781-859-9993

Title of Event:

Books in Bloom

Date/time of Event:

Friday, March 10, 2017 - 7-9 pm

Location of Event: Arlington Robbins Library

Location/Event Coordinator: Patsy Kraemer/Vicki Rose

Method(s) of invitation/publicity for Event:

Invitation /flyers/social media

Number of people expected to attend: 225

Expected admission/ticket prices: \$35 ahead/\$40 at door

Expected prices for food and beverages (alcoholic and non-alcoholic):

\$8 for beer/wine and \$2 for sodas/waters

Will persons under age 21 be on premises? 4 coat check teens

If "yes," please detail plan to prevent access of minors to alcoholic beverages.

Bartenders will check for ID's

Have you consulted with the Department of Police Services about your security plan for the Event?

YES

OFFICE USE ONLY

For Police Chief, Operations Commander, or designee:

Your signature below indicates that you have discussed this event with the applicant, you have reviewed the applicant's security plan, and any necessary police details have been arranged for the Event.

Dec. Corey P. Radeau Date 2/14/17
DEC. Corey P. Radeau
Printed name/title

POLICE COMMENTS:

Request at least one (1) Police Detail

Responsible managers cannot consume alcohol at the event

Bartender(s) name, age, and T.I.P.S certification to be provided before issuance of license.

What types of alcoholic beverages do you plan to serve at the Event? (Note: By State Law, all-alcohol Special Licenses are available only to nonprofit organizations.)

beer/wine

What types of food and non-alcoholic beverages do you plan to serve at the Event?

savory/sweet tapas/ waters/sodas

Who will be responsible for serving alcoholic beverages at the Event?

Premier Bartending Service

What training or certification in responsible alcohol service does this person have? Please attach certificate or other proof of training for at least one person who will have responsibility for serving alcoholic beverages at each point of service and who will be present for the entire Event.

TIPS CERTIFICATION

Please list the names and dates of birth for all people who will be responsible for serving alcoholic beverages at the Event. Anyone serving alcoholic beverages must be at least 21 years of age.

ALLAN GRAY 11/27/61

DAVE MARINI 3/1/62

Name of the Massachusetts wholesaler who will deliver to site? (Full supplier list available on the ABCC website: www.mass.gov/abcc.)

Atlas Liquors, Medford

Date of Delivery: 3/10/2017

Alcohol Serving Time (s) 7:00 pm - 8:30 pm

How, when, and by whom will excess alcoholic beverages obtained for the Event be disposed of?

Atlas will take back what is not used.

Date of Pick-Up:

Monday, 3/13/2017

Please provide details (insurance company, type of policy, name of insured, and policy limits) of any relevant insurance coverage for the Event, included but not limited to General Liability and Liquor Liability insurance. (You may be asked to supply a certificate or other proof of adequate insurance coverage.)

ATTACHED

**Please submit this completed form and filing fee to the Board of Selectmen
at least 21 days before your Event. Failure to provide complete**

information may delay the processing of your application.

I HAVE READ AND UNDERSTAND ALL RULES AND REGULATIONS:

Signature: _____

Printed name: Patsy Kraemer

Printed title & Organization name: Arlington Garden Club

Email: patsy@patsykraemer.com

revised: 5/18/2015 reformatted: 2/25/2016



ROBBINS MEMORIAL TOWN HALL AUDITORIUM
730 Massachusetts Avenue, Arlington, Ma. 02476

SECURITY PLAN FOR BOOKS IN BLOOM - 2017

Books in Bloom is a fundraising event co-sponsored by the Arlington Garden Club and the Friends of Robbins Library. An organizing committee of twelve members of the two organizations is responsible for the event. Patsy Kraemer of the Arlington Garden Club and Sally Naish of the Friends of the Libraries are the cochairs of the planning committee.

The event is scheduled for Friday night, March 10, 2017, , 7:00 pm to 9:00 pm, at the Robbins Memorial Library.

A One-Day Permit has been submitted to the Selectmen's Office.

This is the Security Plan.

Tickets will be sold for the event. We anticipate approximately 225 people to attend. Guests will come and go during the duration of the party - it is not anticipated that everyone will be at the event at the same time. There will be a mix of adults and high school students at the event. The high school students are at the event only as helpers with the coat check. They will be directly supervised by Amy McElroy, one of the committee members and a member of the Friends group.

As other people arrive at the bar they will be asked for an ID to verify their age by the bartenders if there is any question as to their age.

Patsy Kraemer will be the event coordinator for the event. She will be assisted by the event coordinator from the Library, Vicki Rose. Brian Rose will be the custodian for the event. A committee of volunteers from the Arlington Garden Club and the Friends of the Libraries will also be staffing the party. All these people will be responsible for ensuring that the event runs smoothly.

A police detail will be hired for the event (if required). This officer will be available to help with any emergency situations that may arise.

Parking for the event will be available in the Library parking lots, the parking lot at the Whittemore Robbins House, and on the side streets, as well as Mass. Ave.

Please advise if there are other items that we need to consider.



eTIPS On Premise 2.0 SSN: XXX-XX-XXXX
Issued: 11/18/2015 Expires: 11/18/2018
ID#: 4129771 D.O.B.: XX/XX/XXXX

Allan J Gray
Capers Catering
21 Emerson St
Stoneham, MA 02180-2053

For service visit us online at www.gettips.com



eTIPS On Premise 2.0 SSN: XXX-XX-XXXX
Issued: 11/18/2015 Expires: 11/18/2018
ID#: 4129671 D.O.B.: XX/XX/XXXX

Diane Maini
Capers Catering
21 Emerson St
Stoneham, MA 02180-2053

For service visit us online at www.gettips.com



Town of Arlington, Massachusetts

Request: Special (One Day) Beer & Wine License, 3/11/17 @ Robbins Memorial Town Hall for 'Beats for Eats Fundraiser'

Summary:

Lauren Ledger and Vicki Rose
Arlington EATS Committee

ATTACHMENTS:

Type	File Name	Description
▢ Reference Material	Beats_for_Eats_Fundraiser.pdf	Special Beer and Wine Application

OFFICE OF THE BOARD OF SELECTMEN



TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

SPECIAL ALCOHOL LICENSE APPLICATION

Name of Applicant: Lauren Ledger/Vicki Rose/Arlington EATS Committee

Address, phone & e-mail contact information:

187 Everett Street, Arlington, 617-365-4877 (Lauren), 617-312-7699 (Vicki)
Lauren.ledger@gmail.com/ vrose@arlington.k12.ma.us

Name & address of Organization for which license is sought:

same as above

Does this Organization hold nonprofit status under the IRS Code? X ☐ Yes ☐ No

Name of Responsible Manager of Organization (if different from above):

Lauren Ledger/Vicki Rose

Address, phone & e-mail contact information:

see above

Has the Applicant or Organization applied for and/or been granted a special liquor license this calendar year? ☐ NO ☒ X If so, please give date(s) of Special Licenses and/or applications and title of event(s).

Is this event an annual or regular event? If so, when was the last time this event was held and at what location?

the same fundraiser was held in March, 2016

24-Hour contact number for Responsible Manager on Event date:

Lauren - 617-365-4877/ Vicki - 617-312-7699

Title of Event:

Beats for Eats Fundraiser

Date/time of Event:

Saturday, March 11, 2017, 7:30 - 11:00 pm

Location of Event: Arlington Town Hall

Location/Event Coordinator: Patsy Kraemer

Method(s) of invitation/publicity for Event:

Invitation /social media

Number of people expected to attend: 240

Expected admission/ticket prices: \$35 ahead/\$40 at door

Expected prices for food and beverages (alcoholic and non-alcoholic):

\$5 for beer/wine & \$2 for sodas/waters

Will persons under age 21 be on premises? yes - coat check helpers

If "yes," please detail plan to prevent access of minors to alcoholic beverages.

Bartenders will check for ID's

Have you consulted with the Department of Police Services about your security plan for the Event?

YES

OFFICE USE ONLY

For Police Chief, Operations Commander, or designee:

Your signature below indicates that you have discussed this event with the applicant, you have reviewed the applicant's security plan, and any necessary police details have been arranged for the Event.

Off. Corey P. Roteau

Date 2-10-17

Off. Corey P. Roteau

Printed name/title

POLICE COMMENTS:

Request at least one police detail
Responsible manager(s) cannot consume
alcohol at event.

What types of alcoholic beverages do you plan to serve at the Event? (Note: By State Law, all-alcohol Special Licenses are available only to nonprofit organizations.)

beer/wine

What types of food and non-alcoholic beverages do you plan to serve at the Event?

savory and sweet tapas// waters/sodas

Who will be responsible for serving alcoholic beverages at the Event?

Something Savory Caterers

What training or certification in responsible alcohol service does this person have? Please attach certificate or other proof of training for at least one person who will have responsibility for serving alcoholic beverages at each point of service and who will be present for the entire Event.

TIPS CERTIFICATION

Please list the names and dates of birth for all people who will be responsible for serving alcoholic beverages at the Event. Anyone serving alcoholic beverages must be at least 21 years of age.

Robyn Goodner - 8/16/88

Sheila Reynolds 5/14/66

Martin S. Norman 4/5/68

Name of the Massachusetts wholesaler who will deliver to site? (Full supplier list available on the ABCC website: www.mass.gov/abcc.)

Atlas Liquors, Medford

Date of Delivery: 3/11/2017

Alcohol Serving Time (s):

7:30 - 10:30

How, when, and by whom will excess alcoholic beverages obtained for the Event be disposed of?

Atlas Liquors will pick up left-over alcohol.

Date of Pick-Up:

Monday, 3/13/2017

Please provide details (insurance company, type of policy, name of insured, and policy limits) of any relevant insurance coverage for the Event, included but not limited to General Liability and Liquor Liability insurance. (You may be asked to supply a certificate or other proof of adequate insurance coverage.)

ATTACHED

**Please submit this completed form and filing fee to the Board of Selectmen
at least 21 days before your Event. Failure to provide complete
information may delay the processing of your application.**

I HAVE READ AND UNDERSTAND ALL RULES AND REGULATIONS:

Signature: _____

Printed name: Lauren Ledger

Printed title & Organization name: Arlington Eats Committee

Email: Lauren.ledger@gmail.com

revised: 5/18/2015 reformatted: 2/25/2016



ROBBINS MEMORIAL TOWN HALL AUDITORIUM
730 Massachusetts Avenue, Arlington, Ma. 02476

10 February 2017

SECURITY PLAN FOR ARLINGTON BEATS FOR EATS FUNDRAISER

The Arlington Eats Committee is sponsoring a fundraising event to be held on Saturday, March 11, 2017, 7:30 pm – 11:00 pm at the Arlington Town Hall. A One-Day Permit has been submitted to the Selectmen's Office.

This is the Security Plan.

Advance tickets will be sold for the evening event at \$35 each. We anticipate approximately 240 people to attend.

The Fundraiser event will be for adults only except for three coat check ticket takers.

Patsy Kraemer will be the event coordinator for the event. Something Savory Catering will provide food for the event will also provide bartender service. Greg Stathopoulos will be the custodian for the event. A committee of 8 volunteers from the Arlington Eats Committee is the planning group and will assist in staffing the party. All these people will be responsible for ensuring that the event runs smoothly.

A fire services detail will be hired for the event. A police detail will be required.

Parking for the event will be available in the Town Hall parking lot, the parking lot at the Central School office building directly behind Town Hall, and on the side streets, as well as Mass. Ave.

Please advise if there are other items that we need to consider.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/8/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER T. Edmund Garrity & Co., Inc. 545 Concord Avenue, Suite 16 Cambridge MA 02138		CONTACT NAME: Cristina Medeiros PHONE (A/C, No, Ext): (617) 354-4640 FAX (A/C, No): (617) 354-5828 E-MAIL ADDRESS: cristina@garrity-insurance.com																						
INSURED Jodi Auerbach, DBA: Something Savory 1337 Massachusetts Ave #237 Arlington MA 02476		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Travelers Indemnity Co CT</td><td>25682</td></tr><tr><td>INSURER B:</td><td>AIM Mutual Insurance Co</td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Travelers Indemnity Co CT	25682	INSURER B:	AIM Mutual Insurance Co		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES

CERTIFICATE NUMBER Master COI 2016

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			6607B769370	4/20/2016	4/20/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> OCCUR						\$
	<input type="checkbox"/> CLAIMS-MADE						
	DED						RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Liquor Liability			00061130LL	12/16/16	12/16/17	Per Occurance 1,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Arlington is listed as additional insured for general liability and liquor liability if so required by written contract as it relates to named insured's operations.

CERTIFICATE HOLDER**CANCELLATION**

Town of Arlington
Arlington Town Hall

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

W Garrity/SUPPII

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eTIPS On Premise 2.0 SSN:

XXX-XX-XXXX

Issued:

3/3/2016

Expires:

3/3/2019

ID#:

4196694

D.O.B.:

XXXXXXXXXX

Martin S Norman
Something Savory LLC
1337 Massachusetts Ave
Arlington, MA 02476-4101

For service visit us online at www.gettips.com

Certificate of Completion

This Certificate of Completion of
eTIPS On Premise 3.0
For coursework completed on February 6, 2017
provided by Health Communications, Inc.
is hereby granted to:

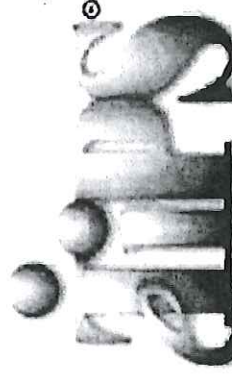
Robyn Goodner

Certification to be sent to:

**65 Colby St
Medford MA, 02155-6008 USA**



HEALTH COMMUNICATIONS INC.



This document is not proof of HIPPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.

<https://w3.certegrity.com/cp3.nsf/RetrDocument?OpenAgent&DML=>



is card is only valid for use online - and cannot be used as proof of
rtification except from within Certification Manager



eTIPS On Premise 3.0

CERTIFIED

Issued: 01/21/2017

Expires: 01/21/2020

ID#: 4438835

Sheila Reynolds

237 Grove St

Waltham, MA 02453-6548 USA



Town of Arlington, Massachusetts

Request: Special (One Day) Alcohol License, 3/18/17 @ Arlington Catholic High School for Quiz Night

Summary:

Erin Simmons, Development Coordinator ACHS

ATTACHMENTS:

	Type	File Name	Description
▢	Reference Material	Arlington_Catholic_High_School_Special_License_.pdf	Special Alcohol License Application

OFFICE OF THE BOARD OF SELECTMEN



TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

SPECIAL ALCOHOL LICENSE APPLICATION

Name of Applicant: Arlington Catholic High School
Address, phone & e-mail contact information: 16 Medford St Arlington
781 648 0316 esimmons@acahs.net
Name & address of Organization for which license is sought: Same

Does this Organization hold nonprofit status under the IRS Code? ☒ Yes ☐ No

Name of Responsible Manager of Organization (if different from above):
Lee-Ann Pepicelli-Murray
Address, phone & e-mail contact information: 781 646 5101, Same

Has the Applicant or Organization applied for and/or been granted a special liquor license this calendar year? NO If so, please give date(s) of Special Licenses and/or applications and title of event(s). _____

Is this event an annual or regular event? If so, when was the last time this event was held and at what location? Annual, Every March

24-Hour contact number for Responsible Manager on Event date: 617 605 9727

Title of Event: Quiz Night

Date/time of Event: March 18, 2017 6pm - 11pm

Location of Event: Arlington Catholic High School

Location/Event Coordinator: Erin Simmons

Method(s) of invitation/publicity for Event: Invite to Community Members

Number of people expected to attend: 150

Expected admission/ticket prices: \$35

Expected prices for food and beverages (alcoholic and non-alcoholic): \$4 mixed drinks
\$3 beer/wine \$1 soda/water

Will persons under age 21 be on premises? NO

If "yes," please detail plan to prevent access of minors to alcoholic beverages. _____

Have you consulted with the Department of Police Services about your security plan for the Event?

please attached

OFFICE USE ONLY

For Police Chief, Operations Commander, or designee:

Your signature below indicates that you have discussed this event with the applicant, you have reviewed the applicant's security plan, and any necessary police details have been arranged for the Event.

Off. Corey P. Roteau Date 2/2/17
Off. Corey P. Roteau
Printed name/title

POLICE COMMENTS:

Request at least one detail officer.

What types of alcoholic beverages do you plan to serve at the Event? (Note: By State Law, all-alcohol Special Licenses are available only to nonprofit organizations.)

Beer/wine / mixed drinks

What types of food and non-alcoholic beverages do you plan to serve at the Event?

soda, water, various foods

Who will be responsible for serving alcoholic beverages at the Event?

1 Certified Bartender

What training or certification in responsible alcohol service does this person have? Please attach certificate or other proof of training for at least one person who will have responsibility for serving alcoholic beverages at each point of service and who will be present for the entire Event.

Joe Simmons - Certification attached

Please list the names and dates of birth for all people who will be responsible for serving alcoholic beverages at the Event. Anyone serving alcoholic beverages must be at least 21 years of age.

Joe Simmons 9/9/70

Name of the Massachusetts wholesaler who will deliver to site? (Full supplier list available on the ABCC website: www.mass.gov/abcc) Atlas Liquors, Medford

Date of Delivery: 3/17/17
Alcohol Serving Time (s): 6 PM - 11 PM

How, when, and by whom will excess alcoholic beverages obtained for the Event be disposed of?
To be distributed among committee members. Expected to be minimal

Date of Pick-Up: _____

Please provide details (insurance company, type of policy, name of insured, and policy limits) of any relevant insurance coverage for the Event, included but not limited to General Liability and Liquor Liability insurance. (You may be asked to supply a certificate or other proof of adequate insurance coverage.)

Please see attached

Please submit this completed form and filing fee to the Board of Selectmen at least 21 days before your Event. Failure to provide complete information may delay the processing of your application.

I HAVE READ AND UNDERSTAND ALL RULES AND REGULATIONS:

Signature: ES

Printed name: Erin Simmons

Printed title & Organization name: Development Coordinator ACHS

Email: esimmons@achs.net

Print

Main Menu

Do not click Back-Space to leave this window

Certificate of Completion

This Certificate of Completion of
eTIPS On Premise 3.0
For coursework completed on January 30, 2017
provided by Health Communications, Inc.
is hereby granted to:

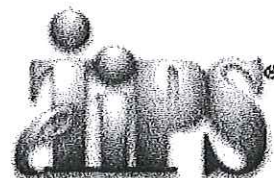
Joseph Simmons

Certification to be sent to:

**Arlington Catholic
16 Medford St
Arlington MA, 02474-3121 USA**



HEALTH COMMUNICATIONS INC.



This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.

Quiz Night Security Plan

Arlington Catholic's Quiz Night will have approximately 150 attendees. It is a fundraising event for the school. This is our 21st year holding this event. We will have a bar available as well as food.

Prevention of Sale of Alcohol to Minors:

First and foremost, no one is allowed to attend the event unless they are 21 and over. Additionally, AC has a certified bartender who will check IDs for everyone, Joseph Simmons (his certification information is enclosed). There will also be additional volunteers available to serve soda and non-alcoholic beverages.

Traffic and Parking:

We do not anticipate any traffic issues as the school daily has over 800 people in the building and there will be fewer people in attendance that evening. Attendees are being told to park in the Municipal Lot behind the school, to find street parking, or the RR Lot. We will also remind attendees to park in the metered section only, not the permit parking only section.

General Crowd Control:

Arlington Catholic will hire two Arlington Police Detail Officers for the event to assist if any issues arise. We will also have numerous school administrators present.

Evacuation Plan:

The school evacuation plan that was developed to evacuate students during the day will be put into use if any emergencies occur. The emergency plan is posted in all areas of the school with explicit instructions of what to do in an emergency. Again, school administrators and staff will be available to assist and direct if anything were to occur.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/01/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Roman Catholic Archdiocese of Boston 66 Brooks Drive Braintree, MA 02184		CONTACT NAME: PHONE (A/C, No, Ext): 617-746-5742 FAX (A/C, No): 617-779-4572 E-MAIL ADDRESS: ormadmin@rcab.org	
INSURED Location 080-003 Arlington Catholic High School 16 Medford Street Arlington MA 02471		INSURER(S) AFFORDING COVERAGE INSURER A: National Catholic Risk Retention Group INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10083-001	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			RCAB \$250,000.00 RRG 10358-19 \$750,000.00	07/01/16	07/01/17	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input checked="" type="checkbox"/> Host Liquor Liability						MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$
	OTHER:						PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of General Liability including Host Liquor Liability for School fundraisers
March 18, 2017. Town of Arlington is an additional insured where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Town of Arlington, Massachusetts 730 Massachusetts Avenue Arlington, MA 02476	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Town of Arlington, Massachusetts

Appointments of New Election Workers: (1) Mark DeRosa, 15 Cornell Street, U, Pct. 12; (2) Elizabeth Diggins, 208 Renfrew Street, U, Pct. 12; (3) Lynn Gallagher, 6 Hawthorne Avenue, D, Pct. 18

ATTACHMENTS:

Type	File Name	Description
Reference Material	Election_Workers_Master_Records.pdf	Master Records

ELECTION WORKER'S MASTER RECORD

Date: 2/14/17

Check One: ✓ _____ New Employee
 _____ Change to Existing Employee

Vendor #	_____	Position	<u>CLERK</u>
Name:	<u>MARK DELPISA</u>	Democrat	_____
Address:	<u>15 CORWELL STREET</u>	Republican	_____
	<u>UNIT 1</u>	Unenrolled	<u>V</u>
Zip Code	<u>02474</u>	Precinct	<u>12</u>
Alpha/ Last Name	_____	Phone #	_____

Position Codes:	10 – Warden	60 – Deputy Clerk
	20 – Deputy Warden	70 – Teller
	30 – Inspector	80 – Substitute
	40 – Deputy Inspector	90 – Custodian
	50 – Clerk	

ELECTION WORKER'S MASTER RECORD

Date: 2/13/17

Check One: ✓ New Employee
 Change to Existing Employee

Vendor #	_____	Position	WARDEN
Name:	ELIZABETH Diggins	Democrat	_____
Address:	208 RENNELL ST.	Republican	_____
_____	_____	Unenrolled	✓
Zip Code	02476	Precinct	12
Alpha/ Last Name	_____	Phone #	_____

Position Codes:

10 – Warden	60 – Deputy Clerk
20 – Deputy Warden	70 – Teller
30 – Inspector	80 – Substitute
40 – Deputy Inspector	90 – Custodian
50 – Clerk	

ELECTION WORKER'S MASTER RECORD

Date: 2/13/17

Check One: ✓ New Employee
 Change to Existing Employee

Vendor #	_____	Position	INSPECTOR
Name:	LYNN GALLAGHER	Democrat	✓
Address:	6 HAWTHORNE AVENUE	Republican	_____
_____	_____	Unenrolled	_____
Zip Code	02476	Precinct	18
Alpha/ Last Name	_____	Phone #	_____

Position Codes:	10 – Warden	60 – Deputy Clerk
	20 – Deputy Warden	70 – Teller
	30 – Inspector	80 – Substitute
	40 – Deputy Inspector	90 – Custodian
	50 – Clerk	



Town of Arlington, Massachusetts

Request: Common Victualler License

Summary:

Classic Café, 1313 Massachusetts Ave., Fatos Qari

ATTACHMENTS:

Type	File Name	Description
▣ Reference Material	Ref_Mat_2.27.17_Classic_Cafe.pdf	application and reports

LICENSE APPLICATION REPORT

Type of License: Common Victualler License

Name of Applicant: Fatos Qari d/b/a Classic Cafe

Address: 1313 Massachusetts Ave.

The following Departments have **no objections** to the issuance of said license:

- Police x
- Fire
- Health
- Building
- Planning

The following Departments have **no objections** but have made comments or conditions regarding the issuance of said license: (see attached)

- Police
- Fire x
- Health x
- Building x
- Planning x

The following Departments have **objections** to the issuance of said license:
(see attached)

- Police
- Fire
- Health
- Building
- Planning

ARLINGTON POLICE DEPARTMENT

Frederick Ryan
Chief of Police



POLICE HEADQUARTERS
112 Mystic Street
Telephone 781-316-3900

Town of Arlington
MASSACHUSETTS 02474

February 8, 2017

On Wednesday, February 8, 2017 at 9:00 AM, I called and spoke with Fatos Qari regarding this application for a Transfer of Ownership for the Classic Cafe, located at 1313 Mass. Ave. Mr. Qari stated that he would be taking over toward the end of Febraury. Mr. Qari stated that he would be running the day to day operations and that there would be no changes being made.

I advised Mr. Qari that the Board of Selectmen may be conducting C.O.R.I and S.O.R.I checks during the application process.

Pending the checks conducted by the Board of Selectmen's Office, Arlington Police Dept. is not aware of any law enforcement or public safety reasons to object to the Transfer of Qwnership for the Classic Café.

Respectfully Submitted,

Detective Edward DeFrancisco

APPLICANT SIGNATURE SECTION:

I have received the above report and acknowledge said inspection. I fully understand that no work is to commence at the premises of the proposed location of which is the subject matter of this inspection report until the license is approved by the Board of Selectmen; furthermore, any work done is done at the applicant's risk.

Applicant's Signature: _____

Date: _____



Arlington Fire Department Town of Arlington

Administrative Office
411 Massachusetts Ave, Arlington, MA 02474
Phone: (781) 316-3803 Fax: (781) 316-3808
Email: jkelly@town.arlington.ma.us

John R Kelly
Deputy Fire Chief

Checklist for food sales ownership conversion.

- All exit signs and emergency lights must be tested and in good working order
- FACP must have annual test paperwork on hand and be free of trouble and alarm signals
- Sprinkler system (if present) shall have current inspection tag
- All extinguishers must be hung with signs and a current inspection tag
- "K" extinguisher mounted and tagged in the kitchen area if using fat to cook
- All exits and exit paths must be in proper working order and free from storage
- No storage of excess combustibles allowed inside building or near exit ways
- Hoods must have current inspection/cleaning sticker attached
- Kitchen extinguishing systems must have current inspection tags
- Address must be clearly visible from the street
- Electrical panels must be accessible from floor to ceiling for the entire width
- Call for inspection after all has been completed 781-316-3803

APPLICANT SIGNATURE SECTION:

I have received the above report and acknowledge said inspection. I fully understand that no work is to commence at the premises of the proposed location of which is the subject matter of this inspection report until the license is approved by the Board of Selectmen; furthermore, any work done is done at the applicant's risk.

Applicant's Signature: _____

Date: _____



Town of Arlington
Department of Health and Human Services
Office of the Board of Health

27 Maple Street
Arlington, MA 02476

Tel: (781) 316-3170
Fax: (781) 316-3175

MEMO

To: Board of Selectmen
From: Natasha Waden, Health Compliance Officer
Date: February 22, 2017
RE: Board of Health Comments for Selectmen's Meeting on February 27, 2017

Please accept the following as comments from the Office of the Board of Health:

**Classic Cafe -1313 Mass Ave
Common Vitical License**

- *This office is currently reviewing the plan review application that was submitted for Classic Cafe. A letter will be sent to the owner outlining the conditions of approval by the end of the week.*
- *Once the plans have been approved and conditions outlined in the approval letter have been met, this office will conduct a final inspection before a permit to operate a food establishment will be issued.*
- *It is the owner's/manager's responsibility to ensure that the establishment complies with 105 CMR 590.000 (1999 Food Code)*

APPLICANT SIGNATURE SECTION:

I have received the above report and acknowledge said inspection. I fully understand that no work is to commence at the premises of the proposed location of which is the subject matter of this inspection report until the license is approved by the Board of Selectmen; furthermore, any work done is done at the applicant's risk.

Applicant's Signature: _____

Date: _____

BOARD OF SELECTMEN
Town of Arlington – Inspection Report

Report is due at the Office of the Board of Selectmen by, February 22, 2017
ONE REPORT IS REQUIRED FROM EACH DEPARTMENT.

Location: 1313 Mass. Ave.
Applicant's name: Fatos Qari
D/B/A: Classic Cafe
Telephone: 857 294-7641

Department: **Sent E-mail** 1/31/17

MEETING DATE: 2/27/17

Re: CV License

Fire
Police
Board of Health
Building
Planning

Comments by each Division or Department:

The Building Department has no objections to issuing this license as long as all of the following conditions are complied with:

All building changes need building permits.

All sign changes need approval and sign permit.

The Director of Inspectional Services has no objection to the issuance of this license pending compliance with Zoning and Building Code Regulations.

APPLICANT SIGNATURE SECTION:

I have received the above report and acknowledge said inspection. I fully understand that no work is to commence at the premises of the proposed location of which is the subject matter of this inspection report until the license is approved by the Board of Selectmen; furthermore, any work done is done at the applicant's risk.

Applicant's Name: _____

Date: _____

**BOARD OF SELECTMEN
TOWN OF ARLINGTON -INSPECTION REPORT**

Report is due at the Office of the Board of Selectmen by **FEBRUARY 22, 2017**
ONE REPORT IS REQUIRED FROM EACH DEPARTMENT.

Location: 1313 Mass. Ave. (transfer of ownership)
Applicant's Name: Fatos Qari
D/B/A: Classic Cafe
Telephone: 857 294-7641

Depmiment: Sent Via E-mail

Date: 1/31/17

MEETING DATE: FEBRUARY 27,2017

Inspected By:

RE: COMMON VICTUALLER LICENSE

Police
Fire
Board of Health
Building
Planning

INSPECTION REPORT SECTION:

The proposed business is at the former location of Classic Café under previous ownership. It is located in a B3 Zoning District, which is a village business district. This is an appropriate use for this location.

The Department has no objection to the issuance of a Common Victualler License to Fatos Qari d/b/a Classic Café at 1313 Mass Ave.

Any changes in signage, including signs in the window, and changes to the façade of the building may be subject to review by this Department. The Applicant is reminded that all signs, including re-lettering of the existing signs require a permit issued by the Building Department. Other provisions of the Zoning Bylaw may apply as determined by the Building Inspector.

APPLICANT SIGNATURE SECTION:

I have received the above report and acknowledge said inspection. I fully understand that no work is to commence at the premises of the proposed location of which is the subject matter of this inspection report until the license is approved by the Board of Selectmen; furthermore, any work done is done at the applicant's risk.

Applicant's Signature: _____

Date: _____

OFFICE OF THE BOARD OF SELECTMEN

730 Massachusetts Avenue
Town of Arlington
Massachusetts 02476-4908

RECEIVED
SELECTMEN'S OFFICE
ARLINGTON, MA 02476

2017 JAN 30 AM 11:48

(781) 316-3020
(781) 316-3029 fax

\$60.00 Filing Fee

APPLICATION

☒ COMMON VICTUALLER LICENSE

☐ FOOD VENDOR LICENSE (Take Out Only)

You must complete an application packet from the Board of Health Department located at 27 Maple St.

You must have the completed application reviewed by the Inspections Department located at 51 Grove St. before filing this application with this office

Location 1313 Mass. Ave Arlington, MA 02476

Name of Applicant Fatos Qari

Corporate Name (if applicable) _____

D/B/A Classic Cafe

Date 1-24-2017

I/We hereby agree to conform in all respects to the conditions governing such License as printed in the By-Laws of the Town, and such other rules and regulations as the Selectmen may establish. With the signing of this application, the applicant acknowledges that:

(A) it is understood that the Board is not required to grant the license.

(B) no work is to commence at the premises of the proposed location which is the subject matter of this application until the license is approved by the Board of Selectmen, and, furthermore, any work done is done at the applicant's risk, and

(C) in the event of a proposed sale of a business requiring a Common Victualler License, an application for a transfer of said license will be deemed to be an application for a new license (subject to the rules and regulations herein contained), and the owner of such business shall be required to file with the Board of Selectmen a thirty day notice of his intention to sell same before such application will be acted upon by the Selectmen.

(D) that the license is subject to revocation if the holder of the license does not comply with Town By-Laws or the Rules and Regulations of the Board.

Signature Name Fatos Qari

Signature Name Fatos Qari

Phone: 857 294 7641 Email: Kdanya@hotmail.com

Note: (A) If a corporation, state full names and addresses of principal officers.

(B) If a co-partnership, information must be provided on each partner; if a corporation, information must be provided on corporate officer making application.

Name <u>Fatos Qari</u>	Name _____
Address <u>1313 Mass. Ave</u>	Address _____
City <u>Arlington, MA</u> Zip <u>02476</u>	City _____ Zip _____
DESCRIPTION OF APPLICANT	DESCRIPTION OF APPLICANT
Born in the U.S., Yes _____ No <u>X</u>	Born in the U.S., Yes _____ No _____
Born Where <u>Albania</u>	Born Where _____
Date of Naturalization <u>[REDACTED]</u>	Date of Naturalization _____
Male or Female <u>Male</u>	Male or Female _____
Date of birth <u>[REDACTED]</u>	Date of birth _____
Height <u>5</u> ft. <u>8</u> in.	Height _____ ft. _____ in.
Weight <u>191 lb</u>	Weight _____
Complexion <u>none</u>	Complexion _____
Hair <u>black</u> Eyes <u>black</u>	Hair _____ Eyes _____
Mother's Name <u>Mevlude</u>	Mother's Name _____
Father's Name <u>Fuat</u>	Father's Name _____
Wife's Maiden Name <u>Kanina</u>	Wife's Maiden Name _____
Photo <u>1 inch by 1 inch</u>	

=====

The Establishment shall operate as:

☒ Sole Ownership ☐ Partnership ☐ Total Number of Partners ☐ Corporation Based in _____

(Once approved, please go to Clerk's Office for Business Certificate)

=====

Corporate Information Required:

President _____

Secretary _____

Treasurer _____

Name	Address	Zip
------	---------	-----

INFORMATION RELATIVE TO APPLICATION

Breakfast

Yes ☒ No ☐

Lunch

Yes ☒ No ☐

Dinner

Yes ☐ No ☒

Do you own the property?

Yes ☐ No ☒ Tenant At Will ☒ Lease 6 years
with option to extend.

Hours of Operation:

Day Monday - Sunday Hours 7am - 3 pm

Day _____ Hours _____

Day _____ Hours _____

Floor Space 840 Sq. Ft. Seating Capacity (if any) 38

Parking Capacity (if any) _____ spaces Number of Employees 3

List Cooking Facilities (and implements)

commercial gas ranger, countertop fryer, grill, rice cookers,
steamers, waffle makers, microwaves, toasters, and
other breakfast / lunch equipments,

Will a food scale be in use for sale of items to the public? Yes ☐ No ☒

Will catering services be provided by you? Yes ☐ No ☒

A copy of the following items must be submitted with the application:

1. Layout Plan of Facility & Fixtures
2. Site Plan (obtained at Bldg. Dept., 51 Grove St.)
3. Outside Facade and Sign Plan (dimensions, color)
4. Menu
5. Maintenance Program

If the facilities are not yet completed, provide estimated cost of work to be done \$ _____

FOR OFFICE USE ONLY

Scheduled Hearing when Application will be presented to Board of Selectmen for approval:

Date _____ Time _____

Board Action: Approved Yes ☐ No ☐

APPLICANT'S RESUME

Food Business Experience of Applicant

From <u>October 2011</u>	to <u>December 2014 and present as manager.</u>
Employee <u>Fatos Qari / cooker</u>	D/B/A <u>Classic Cafe</u>
Sole Owner <u>X</u>	Location <u>Arlington</u>
Partnership	Type Food <u>Breakfast / lunch</u>
Corporation	Number of Employees <u>3</u>

From <u>June 2009</u>	to <u>September 2011</u>
Employee <u>Fatos Qari / cooker</u>	D/B/A <u>Giovanni's Restaurant</u>
Sole Owner <u>X</u>	Location <u>Woburn, MA</u>
Partnership	Type Food <u>Roastbeef / Pizza</u>
Corporation	Number of Employees <u>7</u>

List any other information that you feel will assist in the review of this application.

REFERENCES

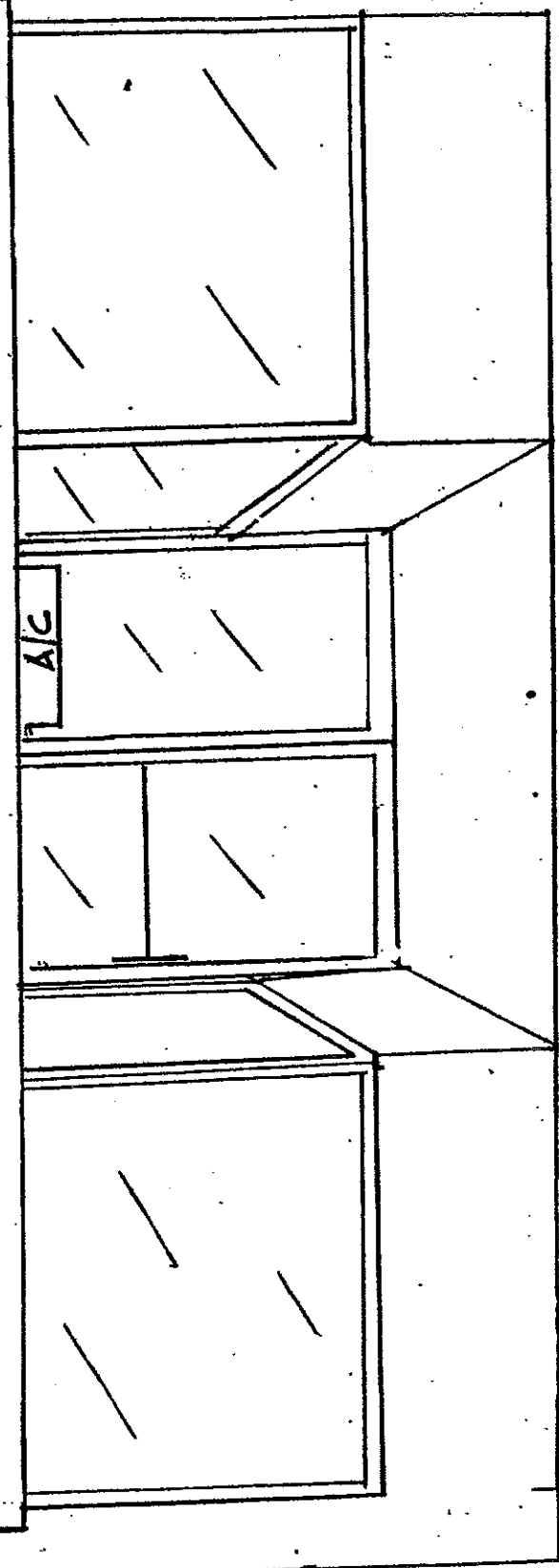
Bank <u>Citizens Bank</u>	Type Account	Personal <input checked="" type="checkbox"/>	Business <input checked="" type="checkbox"/>
Address <u>760 Fellsway Plaza Needham</u>		Phone <u>781-391-8372</u>	
Account Number <u>[REDACTED]</u>	Contact	<u>Manager</u>	
Personal Reference <u>Vincenta Micelli</u>			
Address <u>21 Wellington Rd Needham</u>		Phone <u>857-277-2803</u>	
Prior Employer <u>Algi Stefo</u>			
Address <u>774 Spring St. Needham MA</u>		Phone <u>781 391 1049</u>	
Number of years employed <u>6</u>	From <u>October 2011</u>	To <u>present</u>	
Contact <u>Employer</u>	Position Held <u>cooker / Manager</u>		
Other			

Name

Address

PROPOSED FOREST GREEN SUNGATE
FABRIC AWNING W/ WHITE LETTERS

BREAKFAST LUNCH
CLASSIC CAFE
OPEN 7 DAYS HOME COOKING



22'-7" AWNING LENGTH
23'-7" STOREFRONT

4'-0" AWNING HEIGHT
2'-0" VERTICAL HEIGHT
7'-9" GRADE TO BOTTOM OF AWNING

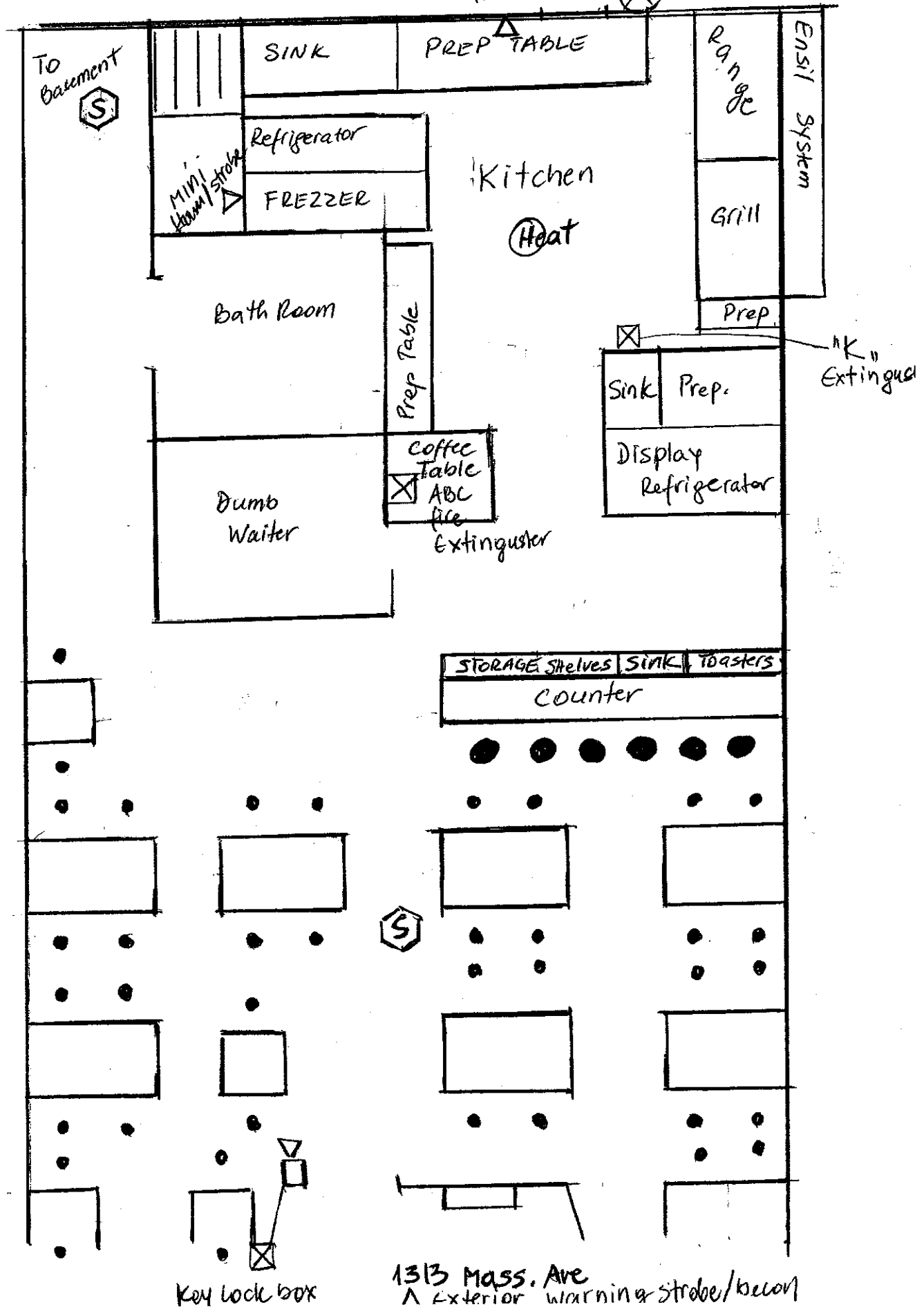
<p>WALL & PANEL SIGNS INTERIOR & EXTERIOR FLEXIBLE FACES CHANNEL LETTERS</p>		<p>SURVEYS & PERMITS FREE ESTIMATES CUSTOM DESIGN CORPORATE INSTALLATION</p>		<p>TIME & TEMP. UNITS CONSTRUCTION MAINTENANCE WOOD SPECIALTIES MESSAGE CENTERS</p>		<p>JIM DID IT SIGNS (617) 782-2410 BOSTON</p>		<p>CLIENT</p>	<p>CLASSIC CAFE</p>	<p>DESIGNER</p>	<p>DATE</p>	<p>REVISIONS</p>	<p>APP'D</p>
<p>ADDRESS</p>		<p>SALES EXC.</p>		<p>DRAW NO.</p>		<p>DATE</p>		<p>1-30-2001</p>		<p>1-30-2001</p>		<p>1-30-2001</p>	
<p>1913 MASS. AVE</p>		<p>ARLINGTON HTS</p>		<p>9875</p>		<p>1-30-2001</p>		<p>1-30-2001</p>		<p>1-30-2001</p>		<p>1-30-2001</p>	
<p>1-30-2001</p>		<p>1-30-2001</p>		<p>1-30-2001</p>		<p>1-30-2001</p>		<p>1-30-2001</p>		<p>1-30-2001</p>		<p>1-30-2001</p>	

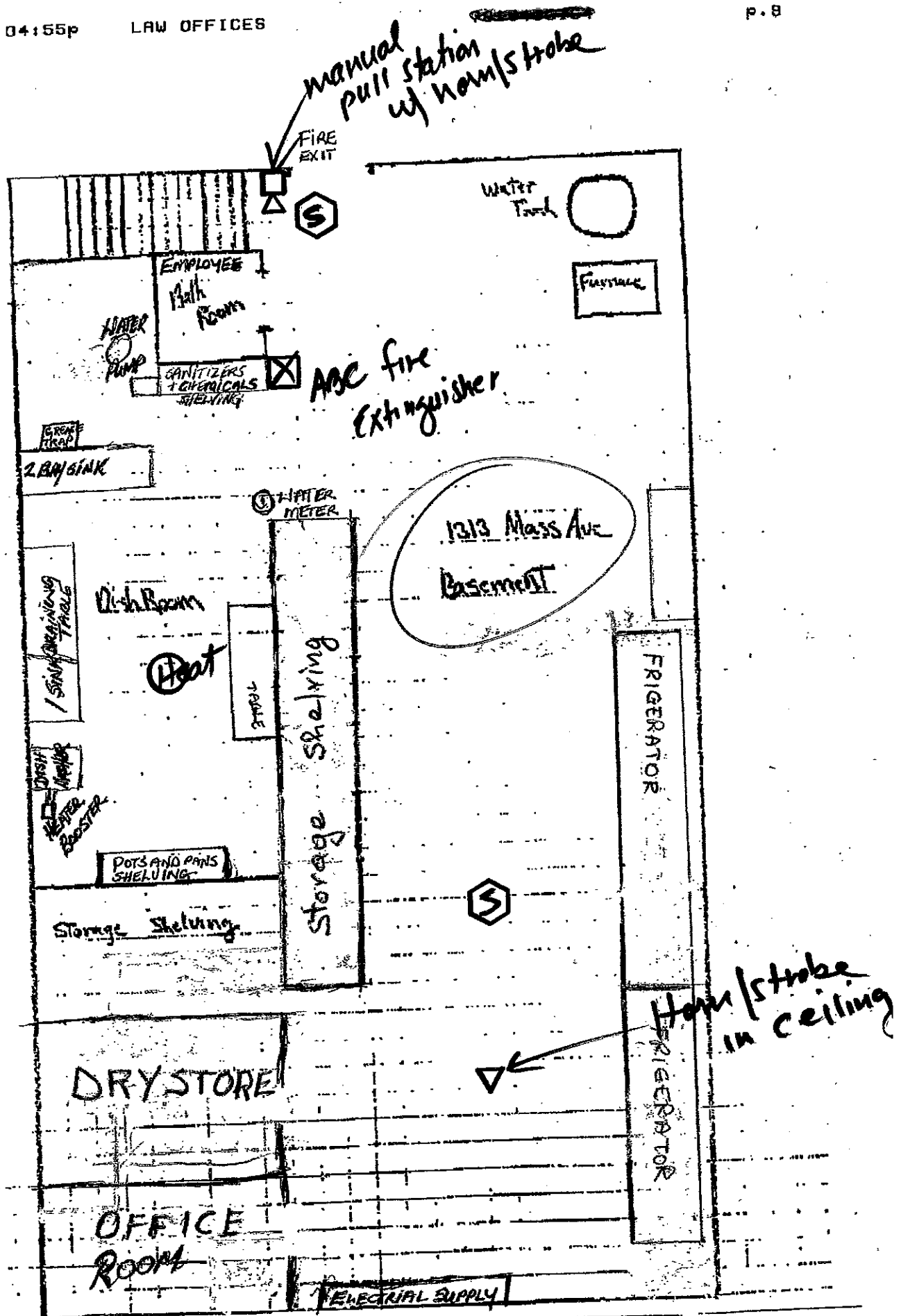
THIS DESIGN/ENGINEERING PROPOSAL IS TO REMAIN

EXCLUSIVE PROPERTY UNTIL APPROVED AND ACCEPTED THRU PURCHASE BY CLIENT NAMED ON DRAWING

horn/strobe

Extractor
FAN





EGGS ANY STYLE

(Served with choice of white or wheat toast and home fries)

♣ 1 egg.....	3.99	♣ 1 egg with bacon or sausage or ham.....	4.99
♣ 2 eggs.....	4.99	♣ 2 eggs with bacon or sausage or ham	5.99
♣ 3 eggs.....	5.99	♣ 3 eggs with bacon or sausage or ham.....	6.99
♣ 2 eggs with canadian bacon	6.99	♣ 3 eggs with canadian bacon	7.50

BUTTERMILK PANCAKES

(our light and fluffy pancakes, comes with your choice of butter and powdered sugar)

Buttermilk pancake.....	5.99	Raspberry pancakes.....	7.99
Pancake with bacon or ham or sausage.....	7.99	Sweet potato pancakes.....	7.99
Chocolate chips pancakes	6.99	Coconut & banana pancakes.....	7.99
Strawberry & Apple pancakes.....	7.99	Cranberry & Walnut pancakes.....	7.99
Apple & Cinnamon pancakes	6.99	Banana & walnut pancakes.....	7.99
Blueberry pancakes	6.99	Cranberry & Blueberry pancakes	7.99

FRENCH TOAST

Two slices.....	5.50	Two slices with bacon or sausage or ham.....	7.99
Three slices.....	6.50	Three slices with bacon or sausage or ham...	8.99

Belgian Waffle with fresh fruit of the season and whipped cream.....9.99

Cinnamon French Toast with fresh fruit of the season and whipped cream....9.99

Buttermilk Pancake with fresh fruit of the season and whipped cream.....9.99

EGGS IN HAND

♣ Fried egg on English muffin or bagel or toast.....	2.95	Fried egg, cheese, bacon or sausage or ham.....	4.25
♣ Fried egg and cheese.....	3.25	With home fries	6.50

SIDE ORDERS

Home fries.....	2.99	Oatmeal with raisin or banana, sugar, milk.....	4.99
Bacon or ham or sausage.....	2.99	Baked beans.....	3.50
Corned beef hash.....	3.99	Assorted dry cereal.....	2.99
Fresh fruit of the season.....	4.99	Scone (raise) or Irish soda bread.....	2.50

EGG BENEDICT

(served with English muffin 2 eggs, hollandaise sauce and home fries)

♣ Canadian Bacon.....	7.99	♣ Meat Benedict with bacon, sausage, ham.....	9.99
♣ New England Benedict with fish cakes.....	8.99	♣ California Benedict with tomato and spinach	8.99
♣ Irish Benedict with corned beef hash.....	8.99	♣ Veggie Benedict with spinach, asparagus, mushroom..	9.99
♣ Mushroom and sausage Benedict.....	8.99	♣ Aegean Benedict, asparagus, artichokes, mushroom..	9.99
♣ Spinach and Bacon Benedict.....	8.99	♣ Eggplant, tomato Benedict.....	8.99

Reminder: ♣ This menu items may be served undercooked

Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase risk of food illness

♣ Before placing your order, please inform your server if a person in your party has a food allergy

CLASSIC'S BREAKFAST SPECIALS

- *Breakfast Burrito** with flour tortilla, eggs, bacon, spinach, cheddar cheese, tomato.
Home fries, and fresh fruit.....9.99
- *Breakfast Butty** with flour tortilla, eggs, French fries, bacon, cheddar cheese,
Home fries and fresh fruit.....9.99
- *Irish Breakfast** with 2 eggs, bacon, sausages, black and white pudding sautéed
Mushrooms, baked beans, home fries and toast.....9.99
- *Big Breakfast** with 3 eggs, bacon, sausages or ham, sautéed mushrooms, home fries
Buttermilk pancakes or French toast.....9.99
- *Rich Breakfast** with 2 eggs, bacon, sausages, ham, corned beef hash, home fries and toast.....11.99
- *Steak & eggs** 2 eggs any style, steak, home fries and toast.....9.99
- *Vegetarian Breakfast** with 3 eggs, cottage cheese tomato, mushrooms,
home fries and fresh fruit.....9.99
- *Granola and Fruit** with plain yogurt topped with granola and fresh fruit9.99
- *Linguica &** 2 eggs any style, home fries and toast7.99
- *Large Italian sausage &** 3 eggs, home fries and toast.....7.99
- *Hash & Eggs,** 2 eggs any style, corned beef hash, home fries and toast.....7.99
- *Farmers Breakfast** with 3 eggs, baked beans, cottage cheese, ham, home fries and toast.....8.99
- *Southern Breakfast** with 3 eggs salsa, sausages, baked beans, home fries, and toast.....8.99
- *New England Breakfast** with 3 eggs, 2 fish cakes, baked beans, home fries and toast.....8.99
- *2222** with 2 eggs, 2 bacon, 2 sausages, 2 buttermilk pancakes, home fries.....8.99
- *1111** with 1 egg, 1 bacon, 1 sausage, 1 pancake (you choice) home fries.....7.99

*Consuming raw or under cooked meats, poultry seafood, shellfish or eggs may increase risk of food illness.

OMELETS

All omelets are served with home fries and toast (wheat or white)

Add \$ 1.25 for egg whites or egg beaters

♣ Cheese (American or cheddar or feta).....	6.50
♣ Broccoli and cheese.....	6.99
♣ Mushroom and cheese.....	6.99
♣ Bacon and cheese.....	7.50
♣ Ham and cheese.....	7.50
♣ Western omelet (ham, onion).....	7.50
♣ Denver omelet (ham, pepper, onion).....	7.99
♣ Aegean omelet (artichokes, asparagus, mushroom and cheese).....	8.99
♣ Albanian omelet (leek, meatball, feta)	7.99
♣ Apple and Sausage omelet (diced fresh apple and sausage).....	7.99
♣ Creole omelet (peppers, tomato, celery, garlic, thyme, black pepper).....	7.99
♣ German omelet (ham, leek and Swiss cheese).....	7.99
♣ Greek omelet (tomato, peppers, onion, olives, feta).....	7.99
♣ Ham, Sausage and Cheese omelet.....	7.99
♣ Hash lovers omelet (cheddar cheese, corned beef hash).....	7.99
♣ Hawaiian omelet (pineapple, ham, mozzarella)	7.99
♣ House omelet (ham, sausage, peppers, mushrooms, onion, cheese).....	8.99
♣ Irish omelet (bacon, tomato, mushroom, cheddar cheese).....	7.99
♣ Meat lovers omelet (bacon, ham, sausage, cheddar cheese).....	8.99
♣ Mediterranean omelet (spinach, onion, garlic, feta).....	7.99
♣ Portuguese omelet (linguica, onion, tomato, cheese).....	8.99
♣ Sicilian omelet (ham, artichokes, tomatoes, spinach mushroom)	8.99
♣ Shrimp omelet (tomato, garlic, cheese).....	9.99
♣ Spanish omelet (jalapeno, pepper, salsa, cheddar).....	7.99
♣ Three cheese omelet (American, cheddar, feta)	7.99
♣ Veggie omelet (onion, broccoli, spinach, mushroom, pepper, tomato).....	7.99
♣ Vitamin K omelet (onion, broccoli, spinach and cheese).....	7.99

Make your own omelet: plain 4.99

Add veggies .75 (onion, green pepper, broccoli, spinach, garlic, olive, leek, mushroom, tomato, jalapinos, artichokes

Add cheese 1.50 (feta, American, cheddar, swiss, mozzarella)

Add meat 1.99 (bacon, ham, sausage)

Add meat 2.99 (corned beef hash, linguica, meatball, turkey, Italian sausage, Irish puddings.)

SANDWICHES

(served with chips & pickles)

BLT (bacon, lettuce, tomato).....	5.90
TBLT (bacon, turkey, lettuce, tomato).....	7.25
Grilled Cheese.....	4.99
Grilled Ham & Cheese.....	5.99
Grilled Tomato & Cheese.....	5.50
Grilled Tuna melt.....	6.75
Turkey Breast with lettuce, tomato, mayo.....	5.99

TRIPLE DECKER CLUB

(served with chips & pickles)

Turkey, Ham & Cheese.....	8.50
BLT.....	6.99
Turkey.....	7.50
Tuna.....	7.50
*Grilled Chicken.....	7.99

BEST BURGERS

*Hamburger.....	3.99
*Hamburger with French fries or onion rings..	5.99
*Cheese Burger.....	4.99
*Cheese Burger with French fries or onion rings...	6.99
*Bacon Cheese Burger with fries or onion rings....	7.99

SIDE ORDERS

Saute Mushrooms.....	3.99
Side Salad.....	3.50
Onion Rings.....	3.50
French Fries.....	2.99
Potato Chips.....	0.95

KIDS MENU..... 3.99

1 Pancake or 1 French Toast
Peanut butter and jelly sandwich
*Hot Dog and Fries
*Chicken Fingers and Chips

SALADS

(served with dressing & pita)

Tuna salad.....	6.25
Greek salad.....	6.99
Tossed green salad.....	4.99
Cesar salad.....	6.25
Garden salad.....	6.25

SPECIALTY WRAPS

(served with chips & pickles)

*Chicken Delight	
with lettuce, tomato, feta, dressing.....	6.99
Turkey Supreme	
with lettuce, tomato, bacon cheddar, mayo.....	6.99
Buffalo Chicken	
with lettuce, tomato, blue cheese dressing.....	7.50
Tuna Supreme	
with lettuce, tomato, onion, pickle, cheese.....	6.99
Greek Supreme	
with lettuce, onion, tomato, feta, olives, Greek dressing..	6.99
Aegean Deluxe	
with mayo, artichokes, leeks, lettuce, tomato, mozzarella, oregano.....	7.99

BEVERAGES

Coffee (1 refill)	1.75
Tea.....	1.75
Iced Tea.....	2.50
Iced Coffee.....	2.50
Milk.....	1.99
Chocolate milk.....	2.50
Juice.....	S 1.99 L 2.50
Apple, orange, grapefruit, tomato cranberry, V8	
Spring Water.....	1.50
Pink or lemon Lemonade.....	1.95
Hot Chocolate.....	2.50

Reminder: *This menu items may be served undercooked

" Consuming raw or under cooked meats, poultry seafood, shellfish or eggs may increase risk of food illness"

♣Before placing your order, please inform your server if a person in your party has a food allergy♣

CLASSIC'S LUNCH SPECIALS

*Chicken Tzaziki , fresh grilled chicken , lettuce, cucumbers, tomato, tzaiki on pita	\$ 7.99
*Eggplant , mozzarella, roasted pepper, mayo, tomato, lettuce on pita	\$ 7.99
*Turkey , apple, Swiss cheese, walnut, mayo, lettuce on pita	\$ 7.99
*Mediterranean tuna , with artichokes, olive, lettuce, on pita	\$ 7.99
*Turkey Burger with lettuce, tomato, mayo, fries, or onion rings, or home fries	\$ 7.99
*Veggie Burger with cheddar, grilled onion, mayo, lettuce, tomato, fries or home fries	\$ 7.99
*Salmon Burger with mayo, lettuce, tomato, fries or onion rings or home fries	\$ 7.99
*Royal Burger with bacon, cheese, egg, mayo, tomato, lettuce, fries or onion rings	\$ 8.99
*B.B.Q Burger with bacon, cheddar, mayo, lettuce, tomato, fries, or onion rings or home fries	\$ 7.99
*Swiss Burger with Swiss cheese, bacon, mushroom, mayo, tomato, lettuce, fries, onion rings	\$ 8.50
*Chicken Burger with grilled onion, mayo, lettuce, tomato, fries or onion rings	\$ 7.99
*Turkey or Corned beef Ruben on Rye or Dark Rye w/chips	\$ 7.99
*Chicken curry sandwich with walnut, tomato, mayo, celery, lemon	\$ 8.50
*Chicken Salad sandwich with mayo, tomato, onion, cucumber, celery, on bread	\$ 7.99
*Turkey sandwich with mayo, cranberry sauce, lettuce, tomato on your chose of bread	\$ 6.99
*Tuna sandwich (open face) with leek, olive, fresh orange on you chose of bread	\$ 7.99
*Crispy chicken wrap with honey mustard, tomato, mayo, lettuce	\$ 7.99
*Veggie wrap with grilled Vegetable of the season, mozzarella cheese	\$ 7.99
*Albanian Salad with tomato, cucumbers, feta, olive, stuffed grape leaves	\$ 8.99
*Garden Salad with stuffed grape leaves	\$ 7.99
*Cranberry , walnut, chicken salad on romaine	\$ 8.99
*Tuna Salad , artichokes, olive on romaine salad	\$ 7.99
*House Salad with hard boiled eggs, cheddar cheese, cucumbers, tomato	\$ 7.99
*Chef's Salad with Ham, turkey, and cheese, tomato, cucumbers	\$ 8.99
*Cobb Salad with grilled chicken, bacon bits, hard boiled eggs, tomato, cucumbers	\$ 8.99

***Consuming raw or under cooked meats, poultry, seafood, shellfish or eggs, may increase risk of food illness**

MAINTENANCE PROGRAM for THE CLASSIC CAFE

DAILY:

Kitchen Appliances washed and cleaned
All floors washed and wiped and vacuumed.
Bathroom cleaned and disinfected
Coffeemakers
Examination of perishables for spoilage

TWO OR MORE TIMES PER WEEK:

Outside Dumpster in back lot emptied twice per week or more frequently as needed.
Large Stove Oven

WEEKLY:

Refrigerators cleaned
Windows cleaned (more often if needed)

MONTHLY:

Exterminate insects and/or rodents as needed. Rodent sonic repellers will be used.
Cooking Hoods (more comprehensive maintenance of ENSIL systems on 6 month basis).
Clean Walls
Clean & Maintain front Exterior of restaurant premises.

SIX MONTH INTERVALS:

Qualified maintenance/inspection of ENSIL system
Clean Freezers (more often if indicated)

MISCELLANEOUS:

Service Contract will be negotiated for heating fuel and maintenance of heating system. Heat is by Gas.
Dishwashing Machines will be serviced on as-needed basis.
A/C equipment maintained as-needed.
Sump Pump in basement.



Town of Arlington, Massachusetts

For Approval: Arlington Committee on Tourism and Economic Development

Summary:

- a) Revision of Charter
 - b) Proposed Visitor Center Programming and Banner
- Angela Olszewski, Ted Peluso

ATTACHMENTS:

Type	File Name	Description
▣ Reference Material	ATEDCharter_(1).pdf	Draft Charter
▣ Reference Material	ATED_diversity_weekends_(1)_(2).pdf	Proposed Program request
▣ Reference Material	ATED_Banner.pdf	Sample Banner

Charter of the Arlington Committee on Tourism and Economic Development (A-TED) -- 2017

Section 1. Mission

The Arlington Committee on Tourism and Economic Development (herein referred to as “A-TED” or “The Committee”) was created by the Board of Selectmen in 2010 to advise the Selectmen and to take specific actions relating to tourism promotion in the Town of Arlington, with an emphasis on raising awareness of the Town’s historical and cultural assets and institutions; retail businesses; and dining and lodging establishments.

Section 2. Membership

A. Appointment Procedure

The membership of the Committee shall be no more than 13 individuals, appointed by the Board of Selectmen for staggered three-year terms, according to procedures established by the Board. The credentials of candidates for membership may be forwarded by the Chair of A-TED to the Board of Selectmen, for consideration, provided that the Board shall be under no obligation to act upon such recommendations.

B. Qualifications

Any resident of the Town of Arlington or representative of a business or institution with active operations in the Town shall be eligible for appointment to A-TED. Every effort shall be made to ensure a reasonable balance of membership representing Town representatives, members of the business community, and representatives of Arlington’s cultural and historic institutions. The Committee should include individuals with a range of skills and experience that might benefit its mission.

C. Initial Terms

Following the adoption of this revised charter, any existing members of A-TED shall be given the opportunity to apply for continued service on the Committee.

There shall be 13 positions with the following terms:

- 1 year: Four (4)
- 2 years: Four (4)
- 3 years: Five (5)

Initial terms following the adoption of this revised charter shall be assigned via lottery or through another manner determined by the Selectmen.

Terms shall run concurrent with calendar years.

D. Removal

Members of A-TED serve at the pleasure of the Board of Selectmen and may be removed at any time. In the event that a member misses three or more consecutive meetings, A-TED may by majority vote declare the absent member's seat to be vacated and may request that the Board of Selectmen appoint a replacement member.

E. Officers

At the first meeting of each calendar year, an organizational meeting shall be held, to be presided over by the Board of Selectmen's designated liaison or member of A-TED:

- Chair: Shall prepare agendas, post meeting announcements in compliance with the Open Meeting Law, preside over all meetings and be empowered to speak on behalf of the Committee.
- Vice Chair: Shall preside over meetings in the absence of the Chair and assume any other duties of the same, in the case of the Chair's unavailability or inability to serve.
- Recording Secretary: Shall be responsible for the keeping and filing of all meeting minutes. In case of absence or unavailability of the Recording Secretary, the Chair shall appoint a Committee member to serve temporarily in this capacity.
- Treasurer: Shall maintain a record of Committee balances and report on the same, and shall serve as liaison with the Town Comptroller and other officials concerning receipts and expenditures of the Committee.

Officers shall be appointed by majority vote of the Committee.

Every effort shall be made to ensure a regular rotation of officer positions.

A quorum shall be five voting members.

Section 3. Duties and Responsibilities

The Committee shall have the following duties and responsibilities:

- A. Maintenance of programming and volunteer staffing at the Arlington Visitor's Center, working in conjunction with any Town staff or contractors that might be designated to support these efforts.

- B. Advice to the Board of Selectmen on matters concerning tourism promotion, including -- but not limited to -- presentation of an annual report on Committee activities and occasional warrant articles, as appropriate.
- C. Organization and/or coordination of other activities and/or events that are consistent with the Committee mission.
- D. Preparation of an annual budget request, in consultation with the Town Manager.

Section 4. Adoption of Charter

This revised charter shall take effect immediately following a recommendation by the existing membership of A-TED and a majority vote of the Board of Selectmen.

February 27, 2017

To: Board of Selectmen

From: Arlington Tourism and Economic Development Committee (ATED)

Subject: Diversity Weekends at Uncle Sam Plaza

ATED is hereby requesting permission for a proposed project at the Uncle Sam Plaza.

1. The project relates to promoting positive diversity interactions with residents and the general public in conjunction with culturally and nationality specific restaurants plus related activities over a series of ten or more weekend days. The number of restaurants potentially participating is dependent upon the related acceptances by invitees.
As an example: A Japanese style restaurant is invited to set up at the "Performance Terrace" in front of the Uncle Sam Statue and offer samples of its menu, either for free or for sale. (That decision is dependent upon the restaurant itself.) In addition, the restaurant would be asked to bring along culturally related items (toys, artifacts, clothing, etc.) to display and/or arrange performances of Japanese songs, dances or other related activities.
2. The invitee decides the extent and timing of the activities or can opt to restrict itself to the food aspect.
3. The above would be subject to ATED's agreement or ATED and/or other participating sponsors (see list below) might choose to arrange the related activities.
4. The restaurants approached for participation would be chosen by ATED. Public promotion of the series would be undertaken, if desired, by the sponsors, but with ATED's prior review and approval.
5. The restaurants would not be charged for their participation and any of their related costs would be covered by them. They would be required to obtain related food permits.
6. ATED has arranged for the design of banners, identified as "Arlington for All" which will be prominently displayed at the Plaza for each weekend program and at other appropriate times. The banners would also be available to the Vision 2020's Diversity Task Group and the Human Rights Commission for their use in any future appropriate programs.
7. The overall project is to be accomplished by designated volunteers from the sponsors listed below. The town manager retains ultimate approval authority with respect to the project and its details.

Approval by the Board of Selectmen of the above project is respectfully requested.

Sponsors

Town Committees

- a) Arlington Tourism and Economic Development Committee
- b) Arlington Human Rights Commission
- c) Diversity Task Group of Vision 2020
- d) Uncle Sam Committee

Others

- a) Arlington International Film Festival
- b) Friends of the Arlington Council on Aging
- c) Grant Gibian
- d) tourarlington.org - created by Carr-Jones, Inc.
- e) True Story Theater

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& Michael Johnson

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Town of Arlington, Massachusetts

For Approval: TAC Recommendations on Speed Limit Changes

Summary:

Jeff Maxtutis, TAC Working Group Lead

ATTACHMENTS:

Type	File Name	Description
▣ Reference Material	TAC_SpeedLimit_Effective_Date_Memo.pdf	Town Manager Memorandum
▣ Reference Material	Speed_Regs_BoS_Final_020817_(2).pdf	TAC Memo and Recommendations 2.8.17
▣ Reference Material	Speed_Regs_Summary_(1).pdf	Speed Limit Regulations
▣ Reference Material	STM_10.19.16_warrant_articles_#8__#9.pdf	Warrant Articles #8, #9; STM 10.19.16



**Town of Arlington
Office of the Town Manager**

Adam W. Chapdelaine
Town Manager

730 Massachusetts Avenue
Arlington MA 02476-4908
Phone (781) 316-3010
Fax (781) 316-3019
E-mail: achapdelaine@town.arlington.ma.us
Website: www.arlingtonma.gov

To: Members of the Board of Selectmen

From: Adam Chapdelaine, Town Manager

RE: Transportation Advisory Committee Recommendation (TAC) – Reduction in Statutory Speed Limit

Date: February 23, 2017

I am writing in supplement to the memorandum provided by TAC under this agenda item. To start, I'd like to commend TAC for their thorough and expeditious work on this matter. I write in supplement to ask that the Board take favorable action on TAC's recommendation, but to make the effective date of the statutory speed limit change May 1, 2017. I am making this request so that DPW has adequate time to make the necessary changes and additions to signage across Town, and also so that we have adequate time to launch a public information campaign prior to the change going into effect.

I would be happy to discuss this matter further with the Board on Monday evening.



TRANSPORTATION ADVISORY COMMITTEE

Arlington Planning Department, 730 Mass Ave,
Arlington MA, c/o Laura Wiener

To: Board of Selectmen, Arlington, MA

From: Transportation Advisory Committee

Subject: Local Speed Limits and Local Speed Safety Zones

Reference: Board of Selectmen Request Dated November 28, 2016

Date: February 8, 2017

Introduction

On November 7, 2016, new state Speed Limit Regulations under Chapter 90, Sections 17 and 18, signed by Governor Baker became effective. Sections 193 and 194 of Chapter 218 of the Acts of 2016 create two new sections to Chapter 90 of the Massachusetts General Laws (MGL).

Section 193 allows municipalities to opt-in to MGL c. 90 s. 17C, in order to reduce the statutory speed limit from 30 MPH to 25 MPH on any or all town-owned roadways within a thickly settled or business district. Towns are required to notify MassDOT of these changes.

Section 194 creates MGL c. 90 s.18B, allowing municipalities to establish regulatory 20 MPH safety zones. Since this creates a regulatory speed limit, the MUTCD requires an engineering study prior to the establishment of the safety zone and it should conform to the MassDOT Procedures for Speed Zoning.

A working group of the Arlington Transportation Committee (TAC) was formed to evaluate the potential impacts and feasibility of authorizing the new state Speed Limit Regulations in Arlington. Working Group members include Jeff Maxtutis (Lead), Seth Federspiel, Officer Corey Rateau and Victor Rivas.

The information provided in this Memorandum is based on the Information and Guidance letter, October 17, 2016 from Neil Boudreau, State Traffic Engineer, MassDOT and Frequently Asked Questions regarding the legislation and speed zoning.

Evaluation

Statutory Speed Limits. Statutory speed limits exist in the absence of Special Speed Regulations and official posted speed limits. MGL c. 90 s.17 requires that drivers operate motor vehicles at a rate of speed that is no greater than reasonable and proper with regard to the use of the road and safety of the public. In thickly settled or business districts, 30 MPH is the designated reasonable speed. This 30 MPH speed limit currently applies to most roadways in Arlington under Town jurisdiction. All, or nearly all, roadways in Arlington are in a thickly settled or business district.

Changing the statutory speed limit from 30 MPH to 25 MPH would not affect roadways with a regulatory speed limit. A regulatory speed limit has a Special Speed Regulation and posted speed limit signs. There are approximately two dozen roadways under Town jurisdiction that have a Special Speed Regulation in Arlington (see attached list). These Special Speed Regulations were authorized by the Town of Arlington and the Registrar of Motor Vehicles between 1972 and 1979. There are also roadways in town that are under State jurisdiction (Routes 2 (Concord Turnpike), 2A, 3, Mystic Valley Parkway (DCR),) that would not be affected by changing the statutory speed limit.

An engineering study is not required to establish a statutory speed limit and statutory speed limits do not include posted signs on individual roadways. Municipalities that opt-in to Section 193 of Chapter 218 of the Acts of 2016 on a town-wide basis may post “Thickly Settled Speed Limit 25 Townwide Unless Otherwise Posted” signs at the town boundaries (see figure below). MassDOT recommends that if a town opts-in to this legislation, it is done for the entire town to avoid potential confusion to drivers.

There are approximately 16 main roadway gateway locations on the town border entering Arlington. The new sign shown below should be placed at each of these locations if the Town adopts the reduced statutory speed limit. There are some minor roadways on the Lexington and Winchester town lines that may not need to be signed.

Transportation Advisory Committee Members:

Wayne Chouinard, Seth Federspiel, Melissa Laube, Jeff Maxtutis, Marjorie Moores,
Howard Muise, Officer Corey Rateau, Victor Rivas, Scott Smith, and Laura Wiener

Web site; www.arlingtonma.gov/tac



Because the new legislation has only been recently enacted, and adopted by only a few communities (Boston, Cambridge, Somerville); it is difficult to estimate how changing the statutory speed limit from 30 MPH to 25 MPH on town-owned roads will impact vehicle speeds. At a minimum, it will make motorists aware that the prima facie speed limit in town is 25 MPH on roadways without posted speed limits. It may also help to change driver behavior. With enforcement by the Police Department, the change to 25 MPH has the potential to lower traffic speed and consequently improve safety on many roadways in town.

Safety Zone Speed Limits. Safety Zone speed limits are the only regulatory speed limits (besides School Zones) that municipalities can adopt without prior approval from MassDOT. Safety Zone speed limits must be set at 20 MPH and are intended to be used in areas where vulnerable road users are likely to be present. Such areas include parks and playgrounds, senior housing, medical facilities, high schools, higher education centers and daycare facilities. Safety Zones should not be used in place of School Zones on streets adjacent to schools with grades 1 through 8. Safety Zones should be at least one-quarter mile long.

Regulatory speed limit signs are required to conform to the Manual of Uniform Traffic Control Devices (MUTCD), per MGL c. 85 s. 2. Therefore, an engineering study must be performed to validate the posted signage for Safety Zones. Towns are responsible for modifying their Municipal Traffic Code to reflect locations of all Safety Zones prior to posting signage.

Transportation Advisory Committee Members:

Wayne Chouinard, Seth Federspiel, Melissa Laube, Jeff Maxtutis, Marjorie Moores, Howard Muisse, Officer Corey Rateau, Victor Rivas, Scott Smith, and Laura Wiener

Web site; www.arlingtonma.gov/tac

To: Board of Selectmen
From: Transportation Advisory Committee
Date: February 8, 2017

Page 4

Recommendations

The Arlington TAC recommends that the Board of Selectmen adopt a reduction in the statutory speed limit from 30 MPH to 25 MPH on all town-owned roadways within a thickly settled or business district. The Town is required to notify MassDOT of these changes.

The recommendation includes the Town posting “Thickly Settled Speed Limit 25 Townwide Unless Otherwise Posted” signs at main roadways (arterials and collectors) at the town boundaries. There are approximately 16 gateway locations that could potentially require a new sign. The cost to purchase 16 signs is approximately \$1,500.

The Arlington TAC voted unanimously to approve these recommendations on February 8, 2017.

Please contact us with any questions or comments.

Respectfully submitted,

Jeff Maxtutis – Working Group Lead
Howard Muise – TAC Chair

Transportation Advisory Committee Members:

Wayne Chouinard, Seth Federspiel, Melissa Laube, Jeff Maxtutis, Marjorie Moores, Howard Muise, Officer Corey Rateau, Victor Rivas, Scott Smith, and Laura Wiener

Web site; www.arlingtonma.gov/tac

Town of Arlington Speed Regulations -- 2/8/2017

Street	Between		Posted Speeds	Date
Appleton St	Frontage Rd	Mass Ave	25	5/11/1979
Bow St	Lowell St	Forest St	20	11/5/1976
Broadway	Somerville Line	Mass Ave	30	7/22/1974
Dow Ave	Belmont Line	Appleton St	25	11/5/1976
Eastern Ave & Spring Street	Park Circle	Hillsdale	25/20	9/19/1975
Forest St	Mass Ave	Summer St	20	1/11/1973
Forest St	Summer St	Winchester Line	25	1/11/1973
Gardner St	Broadway	Decatur	25	11/5/1976
Gray St	Oakland Ave	Pleasant Street	30/25/30/25	7/22/1974
Hamlet St	Medford St	Beacon St	25	8/2/1976
Highland Ave	Frontage Rd	Mass Ave	25	9/19/1975
Jason St	Mass Ave	Pleasant View Rd	25/20/25	7/22/1974
Lake St	Belmont Line	Mass Ave	25/30	11/5/1976
Medford St NB (one-way)	Mass Ave	Chestnut St	25	8/2/1976
Mountain Ave	Dickson Ave	Washington St	20	9/19/1975
N. Union St	Broadway	Decatur	25	9/19/1975
Oak Hill Dr	Summer St	Ridge St	25	5/11/1979
Park Ave/Park Ave Extension	Frontage Rd	Forest St	25/35/25	1/11/1973
Paul Revere Rd	Mass Ave	Appleton St	25/20	7/22/1974
Pheasant Ave EB (one-way)	Overlook Rd	Dickson Ave	20	9/19/1975
Ridge St	Route 3	Greenwood Rd	25	11/5/1976
River Street	Broadway	Alewife Brook Pkwy (sic)	30	11/5/1976
Route 2 Frontage Rd EB	Lexington Line	Belmont Line	25/40/30	3/20/1973
Route 2 Frontage Rd WB	Pleasant St.	Lexington Line	40/25/40/30/40	3/20/1973
Route 2A (Summer St)	Mystic St.	Beginning of State Hwy	25	11/29/1972
Route 3 (Mystic Street)	Route 60	Beginning of State Hwy	25/35	1/11/1973
Route 60 NB (Pleasant/Mystic/Medford)	Belmont Line	Mystic Valley Parkway	30/25/35/25/35/20	1/11/1973
Route 60 SB (Medford/Mystic/Pleasant)	Mystic Valley Parkway	Belmont Line	35/25/35/25/30	1/11/1973
Wachusett Ave	Park Ave	Wollaston Ave	30/25	5/11/1979

Note: All permits issued by the Town except for Route 2 Frontage Road which were issued by the Commonwealth

ARTICLE 8**ACCEPTANCE OF LEGISLATION/
LOCAL SPEED LIMITS**

To see if the Town will vote to accept provisions of Chapter 218 of the Acts of 2016 ("An Act Modernizing Municipal Finance and Government"), Sections 193, regarding allowing the Town to establish 25 miles per hour speed limits in dense areas of Arlington without requiring further authority from the Commonwealth; or take any action related thereto.

(Inserted at the request of the Town Manager)

ARTICLE 9**ACCEPTANCE OF LEGISLATION/
LOCAL SPEED SAFETY ZONES**

To see if the Town will vote to accept provisions of Chapter 218 of the Acts of 2016 ("An Act Modernizing Municipal Finance and Government"), Section 194, regarding allowing the Town to establish designated safety zones with 20 miles per hour speed limits without requiring further authority from the Commonwealth; or take any action related thereto.

(Inserted at the request of the Town Manager)



Town of Arlington, Massachusetts

Endorsement of Purple Heart Community Designation

Summary:

Adam W. Chapdelaine, Town Manager

ATTACHMENTS:

Type	File Name	Description
 Reference Material	PurpleHeartAve_Memo.pdf	Memorandum to Board



**Town of Arlington
Office of the Town Manager**

Adam W. Chapdelaine
Town Manager

730 Massachusetts Avenue
Arlington MA 02476-4908
Phone (781) 316-3010
Fax (781) 316-3019
E-mail: achapdelaine@town.arlington.ma.us
Website: www.arlingtonma.gov

To: Members of the Board of Selectmen

From: Adam Chapdelaine, Town Manager

RE: Veteran's Council Request – Designation of Massachusetts Avenue as Purple Heart Avenue

Date: February 23, 2017

The Veteran's Council and the Director of Veterans Services have requested that the Board consider proclaiming Arlington as a Purple Heart Community and designating Massachusetts Avenue as Arlington's honorary Purple Heart Avenue. If approved, the Veteran's Council would work with DPW to fabricate and install signs at both the Highland and Central Fire Stations recognizing the designation.

I am requesting the Board's initial endorsement of this proposal, and if such endorsement is received, we will bring back both a proclamation and a fabricated sign to a future Board of Selectmen's meeting for a more formal approval and reading of the proclamation.



Town of Arlington, Massachusetts

Request for Board Designee - 1207 Mass Ave Proposal Review

Summary:

Adam W. Chapdelaine, Town Manager

ATTACHMENTS:

Type	File Name	Description
▢ Reference Material	1207MassAve_BoardDesignee_Memo.pdf	Memorandum to Board



**Town of Arlington
Office of the Town Manager**

Adam W. Chapdelaine
Town Manager

730 Massachusetts Avenue
Arlington MA 02476-4908
Phone (781) 316-3010
Fax (781) 316-3019
E-mail: achapdelaine@town.arlington.ma.us
Website: www.arlingtonma.gov

To: Members of the Board of Selectmen

From: Adam Chapdelaine, Town Manager

RE: 1207 Massachusetts Avenue – Request for Board Designee

Date: February 23, 2017

The Board has received one response to the RFP issued seeking proposals to purchase the property located at 1207 Massachusetts Avenue. The proposal has been analyzed by Town Counsel, the Director of Planning & Community Development, and the Town Manager's Office and we all agree that the proposal meets all the minimum criteria as set forth in the RFP.

The RFP further set forth a review process that required a designee of the Board and the Town Manager to review and score the proposal based on the comparative criteria contained within the RFP. To that end, I am requesting that the Board name a designee to work with me on this process. Once completed, we will plan to bring back a recommendation to the Board for disposition of the property.



Town of Arlington, Massachusetts

Vote: Acting Board Administrator and Acting Office Manager

Summary:

Diane M. Mahon, Chair



Town of Arlington, Massachusetts

Articles for Review:

Summary:

Article 59 Resolution/Sanctuary Town
Article 15 Bylaw Amendment/Pride Commission
Article 18 Bylaw Amendment/Appraisals of Town Property Interests
Article 19 Vote/Appointment of Town Treasurer
Article 20 Vote/Email Accounts for Members of Public Bodies
Article 60 Resolution Supporting State and Federal Legislation that Provides Greater Transparency in Political Donations and Limits the Influence of Money in Politics

ATTACHMENTS:

Type	File Name	Description
Reference Material	Warrant_Article_Text.docx	Warrant Article Text #15, 18, 19, 20, 59 and 60
Reference Material	Town_Counsel_Comments_W.A._#15__18_19_20_59_60_.pdf	Town Counsel Comments W.A. #15,18,19,20,59,60
Reference Material	10_reg._voter_ltr..pdf	Letter sent to 10 registered voter articles
Reference Material	W.A._#15_Comments_M._Goldsipe_HRC.pdf	W.A. #15 Comments M. Goldsipe HRC
Reference Material	W.A._#18_Comments_L._Reynolds.pdf	W. A. #18 Comments L. Reynolds
Reference Material	WA_19_Appointed_Treasurer.pdf	W.A. #19 Comments A. Chapdelaine
Reference Material	W.A._#19_Comments_J._Bilafer_.pdf	W.A. #19 Comments J. Bilafer
Reference Material	Arlington_Trust_Resolution_-_Dunn_Draft_Revised.docx	W.A. #59 Arl. Trust Resolution Dunn DRAFT
Reference Material	W.A._#59_Comments_In_Favor.pdf	W.A. #59 Comments In Favor
Reference Material	W.A._#59_Comments_Against.pdf	W.A. #59 Comments Against

ARTICLE 15**BYLAW AMENDMENT/PRIDE COMMISSION**

To see if the Town will vote to amend the Town Bylaws to establish a Pride or GLBTQ Commission to advocate for a culture of respect, promote GLBTQ positive policies and to monitor progress toward equality of all persons with regard to sexual orientation and gender identity within the Town; setting forth the membership, duties and responsibilities, administration, and requirements of such Commission; or take any action related thereto.

(Inserted by the Board of Selectmen)

ARTICLE 18**BYLAW AMENDMENT/APPRAISALS OF TOWN
PROPERTY INTERESTS**

To see if the Town will vote to amend the Town Bylaws to add a provision or provisions requiring the Town to determine the value of any real property interest before disposing of it by using procedures customarily accepted as valid by the appraising profession, including hiring an appraiser at the Town's discretion; or take any action related thereto.

(Inserted at the request of Lisa Reynolds and ten registered voters)

ARTICLE 19**VOTE/APPOINTMENT OF TOWN TREASURER**

To see if the Town will vote to convert the office of Town Treasurer from an elected to an appointed position through ballot question or referendum pursuant G.L. c. 41 §1B, Home Rule Legislation, or other suitable method; or take any action related thereto.

(Inserted by the Board of Selectmen)

ARTICLE 20**VOTE/EMAIL ACCOUNTS FOR MEMBERS OF
PUBLIC BODIES**

To see if the Town will vote to provide email accounts for the exclusive use of Town business to members of the Board of Selectmen, School Committee, Finance Committee, Board of Assessors, Redevelopment Board, and possibly other public bodies; or take any action related thereto.

(Inserted at the request of Christopher Loreti and ten registered voters)

ARTICLE 59**RESOLUTION/SANCTUARY TOWN**

To see if the Town will resolve to become a Sanctuary Town, joining hundreds of municipalities nationwide, providing a safe haven and sanctuary for undocumented residents of our Town, ensuring that all immigrants can fully and safely participate in the civic and economic life of the Town and protecting all residents from hate and prejudice, by resolving to refrain from using Town resources for discriminatory purposes in gathering information regarding citizenship, immigration status, ethnicity, national origin, or religious affiliation, provided, however that this resolution shall not prevent law enforcement from investigating, arresting or charging someone for a crime or other legal infraction; or take any action related thereto.

(Inserted by the Board of Selectmen and at the request of the Arlington Human Rights Commission)

ARTICLE 60

**RESOLUTION SUPPORTING STATE AND FEDERAL
LEGISLATION THAT PROVIDES GREATER
TRANSPARENCY IN POLITICAL DONATIONS AND
LIMITS THE INFLUENCE OF MONEY IN POLITICS**

To see if the Town will vote to or take any action related thereto:

WHEREAS, the current and increasing role of money in politics threatens the democratic ideals upon which our republic was founded; and

WHEREAS, in an effort to restore voter confidence in our democracy, a non-partisan, grassroots movement known as “Represent.Us” is working for legislative reforms to reduce the opportunity for corruption within the political system in our country by supporting a legislative reform bill known as the “American Anti-Corruption Act” (the Act), and

WHEREAS, the Act targets bribery by preventing lobbyists from donating to politicians and offering them deals that could influence policymaking, ends secret money by mandating full transparency, enables citizens to fund elections, closes the “revolving door” between Congress and lobbying firms, and enhances the power of the Federal Election Commission.

NOW THEREFORE, BE IT RESOLVED by the legal voters of the Town of Arlington, Massachusetts that tough new anti-corruption laws as included in the American Anti-Corruption Act must be passed by the Massachusetts General Court as well as the US Congress to remove the corrupting influence of money on our political system. The Act prohibits politicians from taking campaign money from industries they regulate; increases transparency for campaign funding; empowers all voters through a tax rebate voucher to contribute to the candidates they support; prohibits representatives and senior staff from all lobbying activity for five years after leaving office; and places limits on superPACs.

(Inserted at the request of Elizabeth Kowalski and ten registered voters)



**Town of Arlington
Legal Department**

Douglas W. Heim
Town Counsel

50 Pleasant Street
Arlington, MA 02476
Phone: 781.316.3150
Fax: 781.316.3159
E-mail: dheim@town.arlington.ma.us
Website: www.arlingtonma.gov

To: Board of Selectmen

Cc: Adam Chapdelaine, Town Manager
John Leone, Town Moderator
Fred Ryan, Chief of Police
Proponents of Articles

From: Douglas W. Heim, Town Counsel

A handwritten signature in black ink, appearing to read "D. Heim", written over the printed name in the "From:" field.

Date: February 23, 2017

Re: Annual Town Meeting Warrant Articles ## 15, 18, 19, 20, 59 and 60

I write to provide the Board a summary of the above-referenced warrant articles to assist in the Board's consideration of these articles at its upcoming hearing on February 27, 2017. In the interests of clarity, articles are presented in the order in which they appear on the Warrant.

ARTICLE 15

BYLAW AMENDMENT/PRIDE COMMISSION

To see if the Town will vote to amend the Town Bylaws to establish a Pride or GLBTQ Commission to advocate for a culture of respect, promote GLBTQ positive policies and to monitor progress toward equality of all persons with regard to sexual orientation and gender identity within the Town; setting forth the membership, duties and responsibilities, administration, and requirements of such Commission; or take any action related thereto.

(Inserted by the Board of Selectmen)

As the Board will recall, significant interest in creating a specific Town commission to cultivate GLBTQ positive policies and practices within and throughout the Town prompted you to vote to place this article on the warrant. I expect advocates of the article will present substantive details on the purpose and goals of the proposed Commission, including supporting materials. A draft proposed vote for your consideration follows below:

VOTED: That Title II of the Town Bylaws ("Committees and Commissions") be and hereby is amended by inserting a new article to provide for the creation of an Arlington as follows:

Article 13: LGBTQIA+ Rainbow Commission

Section 1. LGBTQIA+ Rainbow Commission Established

There is hereby established a There shall be an LGBTQIA+ Rainbow Commission to promote equality-affirming policies regarding the full spectrum of sexual orientations and gender identities and to bring greater visibility and empowerment to the LGBTQIA+ population through education, advocacy, and collaboration with other Town agencies, schools, and community groups.

Section 2. Membership

The Commission shall consist of not less than three (3) nor more than nine (9) members appointed by the Town Manager subject to the approval of the Board of Selectmen, except one member shall be appointed by the School Committee. Members shall be appointed to the following initial terms: One to three (1-3) for one-year terms, one to three (1-3) for two-year terms, and one to three (1-3) for three-year terms, as determined appropriate by the Town Manager and School Committee. All subsequent terms shall be for three years.

Should an appointing authority fail to appoint a successor to a Commission member whose term is expiring, such member may continue to serve until the relevant authority names a successor. A vacancy of the Committee shall be filled by the relevant appointing authority.

Section 3. Administration and Operation

The LGBTQIA+ Rainbow Commission shall not meet or conduct business without the presence of a quorum. A majority of the members of the LGBTQIA+ Rainbow Commission at any given time shall constitute a quorum and the Commission shall approve its actions by majority vote of the quorum.

Section 4. Effective Date

Following Town Meeting approval of this bylaw, this Title shall take effect immediately upon the approval by the Attorney General of the Commonwealth.

ARTICLE 18

**BYLAW AMENDMENT/APPRAISALS OF TOWN
PROPERTY INTERESTS**

To see if the Town will vote to amend the Town Bylaws to add a provision or provisions requiring the Town to determine the value of any real property interest before disposing of it by using procedures customarily accepted as valid by the appraising profession, including hiring an appraiser at the Town's discretion; or take any action related thereto.

(Inserted at the request of Lisa Reynolds and ten registered voters)

This article was inserted by citizen petition with the intention of codifying appraisal procedures for any and all Town real property interests in the Town Bylaws. I anticipate Ms. Lisa Reynolds, the author of this article will present at hearing to advocate her position with proposed language consistent with similar bylaws and ordinances in other communities.

I note for the Board's consideration that the State's procurement laws govern some of what I understand is contemplated by the proponent. Specifically, G.L. c. 30B §16 sets forth requirements for the acquisition and disposal of real property by the Town, including requiring the Town determine a property's value by using procedures customarily accepted as valid by the appraising profession. However, any redundancy set forth in a bylaw is permissible so long as it

does not conflict with State law. Moreover, 30B § 16 applies only to real property or real property interest dispositions as defined therein with a variety of exceptions and areas open to interpretation.

Hence, a Town bylaw codifying independent set of requirements consistent with c. 30B is feasible and could apply appraisal requirements to a very limited set of legal encumbrances that may not already be covered by state law. This would result in limiting the Town Manager's procedural discretion in negotiating a modest number of atypical encumbrances, such as Paper Road rights.

ARTICLE 19

VOTE/APPOINTMENT OF TOWN TREASURER

To see if the Town will vote to convert the office of Town Treasurer from an elected to an appointed position through ballot question or referendum pursuant G.L. c. 41 §1B, home rule legislation, or other suitable method; or take any action related thereto.

(Inserted by the Board of Selectmen)

As the Board will recall, given an impending transition at the Treasurer's Office following the long-time service of Mr. Stephen Gilligan, you elected to pursue converting the Treasurer position from an elected office to an appointed one. The most direct, if lengthy route to conversion of the position begins with the 2017 Town Meeting's approval of a local ballot question under c. 41 sec. 1B, which allows:

"[a]ny office or board, except the board of selectmen and the school committee... may become an appointed position... by a majority vote of the annual or special town meeting and acceptance by the voters of the town at the annual town elections; provided, however, that any vote by a special town meeting taken under the provisions of this section shall take place at least 60 days prior to the acceptance of the voters at the annual town election. For purposes of this section, the positions of town treasurer and collector of taxes, elected pursuant to section 1, may be combined into 1 position and become an appointed position in the manner provided in this section. Such acceptance by the voters shall be in the form of the following question, to be placed on the official ballot:

Shall the town vote to have its elected Town Treasurer and Collector of Taxes become an appointed Town Treasurer and Collector of Taxes of the town? Yes _____ No _____ ”

Accordingly, the first step is to place a vote before Town Meeting to both authorize the conversion and place the foregoing question on the 2018 Annual Town Election ballot. If Town Meeting approves conversion and placing the foregoing question on next year's election, the Town could also begin the process of making modest updates to the Town Manager Act in the event voters agree. To my understanding, the Town Manager will present information regarding the organizational options available for integrating the Treasurer's Office under the Manager's supervision. I note for the Board's information that a numerous Towns throughout the Commonwealth have converted elected Treasurer Offices to appointed positions within the past decade for a range of reasons.

ARTICLE 20

VOTE/EMAIL ACCOUNTS FOR MEMBERS OF PUBLIC BODIES

To see if the Town will vote to provide email accounts for the exclusive use of Town business to members of the Board of Selectmen, School Committee, Finance Committee, Board of Assessors, Redevelopment Board, and possibly other public bodies; or take any action related thereto.

(Inserted at the request of Christopher Loreti and ten registered voters)

This article was inserted by the citizen petition of Mr. Christopher Loreti and mirrors an article submitted for the 2016 Annual Town Meeting, which resulted in a directive to the Town Manager under the Town Manager Act to provide email accounts for members of certain Town boards and commissions. I expect Mr. Loreti will present further information at hearing, though

it is my understanding that the rollout of email address took some time to complete, and the article may have been submitted accordingly.

ARTICLE 59

RESOLUTION/SANCTUARY TOWN

To see if the Town will resolve to become a Sanctuary Town, joining hundreds of municipalities nationwide, providing a safe haven and sanctuary for undocumented residents of our Town, ensuring that all immigrants can fully and safely participate in the civic and economic life of the Town and protecting all residents from hate and prejudice, by resolving to refrain from using Town resources for discriminatory purposes in gathering information regarding citizenship, immigration status, ethnicity, national origin, or religious affiliation, provided, however that this resolution shall not prevent law enforcement from investigating, arresting or charging someone for a crime or other legal infraction, or take any other action related thereto.

(Inserted by the Board of Selectmen at the request of the Human Rights Commission)

A. Summary of Contemplated Resolution's Scope

As members of the Board will recall this article was included on the Warrant at the request of the Arlington Human Rights Commission after substantial discussions before you. The article proposes to have Arlington join a host of other communities around the country and the Commonwealth in offering some form of protection for undocumented persons within our community from investigation, arrest or detention based solely on their immigration status (as opposed to evidence of some criminal activity). Broadly identified as "Sanctuary" or "Trust Act" communities, it is important at the outset to note that there is no legal definition in form or substance of "Sanctuary" status. Cambridge, Boston, Chelsea, Somerville, Northampton, and Springfield for example identify as "Sanctuary Cities," through differing ordinances passed at different times by each respectively. In our form of government, Arlington is best equipped to

assert its own form of Sanctuary or Trust Act status through a Town Meeting Resolution, even as it is understood that Town Meeting Resolutions are not binding on Town officials and departments. In short, the resolution being proposed by the AHRC proclaims, celebrates, and encourages the existing practices of the Arlington Police Department and other Town first responders, which decline to gather and disseminate immigration status information in the discharge of their duties or to work with federal immigration authorities to identify, detain, and deport undocumented residents in Arlington. To my understanding, the purposes of these practices are *both* to: a) reflect the community values of Arlington and respect the dignity and value of immigrants; and b) to engender trust within all facets of our community so that victims of, and witnesses to crimes, and persons in need of aid or assistance can work with Town personnel with confidence for both their benefit and the benefit of APD's and other Town departments' missions.

B. Sanctuary or "Trust Act" Principles Applied & Select Legal Issues

While the resolution contemplated by the AHRC for your consideration may not be binding, as noted above, it does support and encourage the present practices of APD and other Town officials. There are three areas of varying relevance and ripeness for the Town with respect to Sanctuary or "Trust Act" issues:

1. Gathering Information About Immigration Status or Developing Registry Information

APD does not presently gather, nor is it required to gather immigration status information for the purposes of reporting such status to U.S. Immigration and Customs Enforcement ("ICE"), the Department of Homeland Security ("DHS") or other federal authority for the purpose of immigration enforcement. Similarly, while other Town

departments are required to verify resident or citizenship status for certain purposes such as employment, they do not collect such information for discriminatory purposes, or in the interests of identifying undocumented immigrants to federal immigration authorities.

As Chief Ryan explained to the Board and AHRC previously, when a suspect is in custody and fingerprints are processed with pedigree information in national databases for several important purposes unrelated to immigration enforcement, ICE and/or other federal agencies may be passively notified that an individual is being charged by APD. This same process helps identify whether or not there are outstanding warrants for a suspect in custody and helps APD identify known offenders regardless of their immigration status. APD does not however separately communicate information regarding the immigration status of victims, witnesses, individuals not placed in custody, or suspects in custody to ICE or any other federal agency.

Germane to some of the concerns expressed about becoming a Sanctuary or Trust Act Town, the resolution presented for your consideration does not, in my opinion, violate either Section 434 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 U.S.C. § 1644) or Section 642 of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA)(8 U.S.C. § 1373). These 1996 laws served as the bases for a variety of litigations over that past twenty year regarding sanctuary communities, but are primarily aimed at statues and ordinances which effectively prohibit local law enforcement from sharing information with federal immigration authorities. The resolution before you does not and cannot strictly prohibit APD from sharing information with the federal government.

Finally, as directed by the Board, the resolution before you also includes language which denounces the gathering or use of information on the ethnic or religious identities of members of the Arlington Community for discriminatory purposes – such as a registry of undocumented residents, or as has been discussed on a national level, a registry based upon religious identification of some kind. The Town does not collect information on the immigration status or ethnic or religious identities of members of its community for any punitive or discriminatory purposes, which would also be forbidden by a variety of state and federal anti-discrimination laws.

2. Honoring Civil Detainer Requests

A second area of protection afforded undocumented immigrants within many Sanctuary/Trust Act communities is the refusal to honor civil detainer requests from ICE. Distinct from a judicially authorized warrant, most ICE detainers are requests to hold a person suspected of entering or remaining within the United States illegally beyond the timeframe in which a person would otherwise be held in local law enforcement custody.

Permit me to note that an ICE detainer request often fails to present sufficient information to know whether a deportation or other ICE action is actionable and there have been considerable Fourth Amendment concerns about the sufficiency of detainers to hold persons in local custody in many jurisdictions. Moreover, ICE detainers are more germane for county law enforcement officials than communities like Arlington, which lack their own jails for long-term pre-trial detention. It is those institutions, such as the Middlesex County Sheriff's Office or cities with capacity for long-term detention which have and will continue to have to "deny" and ICE detainer request.

Accordingly, while resolving to support APD in any decision not cooperate with an ICE detainer requests is important for maintaining and building trust throughout our community, it is unlikely to present a significant risk for conflict between the Town and federal authorities.

3. Joint Operations with ICE or other Federal Law Enforcement Agencies

To my knowledge, APD does not conduct joint immigration enforcement operations or with ICE or other federal agencies. However, in the event that APD was requested to engage in such operations, it is well settled law that the federal government cannot conscript or commandeer state or local law enforcement to implement its programs or enforce federal laws. *See e.g., New York v. United States (1992); Printz v. United States (1997).* As such, the only remaining concern is whether refusal to cooperate with ICE or other federal authorities in sharing information or conducting “round-up” operations jeopardizes federal funding for the Town, which is discussed below.

C. “Executive Order 13768: Enhancing Public Safety in the Interior of the United States” and Risk of Funding Loss

On January 25, 2017, President Trump signed an Executive Order, which in sum and substance threatened “sanctuary jurisdictions” to cooperate with federal immigration enforcement requests or face federal funding cuts. The order does not specify what federal grants would be withheld from sanctuary jurisdictions, and the landscape of the Trump Administration’s immigration enforcement policy relative to state and local governments remains unclear at best. After consulting with other municipal counsel in

the Commonwealth, reviewing the arguments of leading immigration and constitutional law attorneys, and examining the filings in two lawsuits brought against the federal government by San Francisco and Lawrence and Chelsea together respectively seeking to enjoin the federal government from cutting funding to sanctuary jurisdictions; I find the long-term risk to be real, but very low for Arlington.

There are two general views of the federal government's ability to enforce the Executive Order at issue and its scope.

- A conservative, risk-adverse view contemplates that with Congressional approval, the federal government might find a means of cutting federal funding in any area for non-cooperation with respect to requests for information or detentions related to immigration enforcement; and
- A broader consensus that doing so would be very difficult for a variety of reasons, chief of which is a general principle of "anti-coercion," which posits that the federal government may not force state and local governments to comply with otherwise discretionary federal initiatives by cutting unrelated or tenuously-related federal funds.

A series of cases regarding the Affordable Care Act, gun rights, and the legal drinking age have laid the groundwork for a powerful argument to support the latter - that at most, DHS could refuse to provide Arlington funding for homeland security related grants, but not federal monies for schools, CDBG grants, etc. While the precise question to be litigated by San Francisco and Lawrence/Chelsea has not been resolved, the majority view is compelling in my opinion. Applied to Arlington and the contemplated resolution,

it appears both unlikely and difficult for the federal government to assert or uphold any funding cuts to local programs here for anything other than immigration enforcement.

It must be noted that there are risks and caveats to consider. The Trump Administration has demonstrated some willingness to challenge well-settled law and constitutional principles. Further, while I believe the Town's legal position would be strong to combat funding cuts, legal action requires time and resources to adjudicated disputes. Yet given that the contemplated action before you is non-binding and that the Town receives no immigration enforcement funds from DHS, I believe the actual risk of both any legal action and substantive loss of funding is very low.

While the AHRC is continuing to finalize its resolution proposal, a working draft developed in conjunction with this Office is as follows:

Arlington Trust Resolution

WHEREAS, the Town of Arlington seeks to ensure that all immigrants and people of all ethnicities and religions are able to fully participate in the civic and economic life of our Town; and

WHEREAS, the Town of Arlington desires to provide opportunity, access, and equality for all immigrants and people of all ethnicities and religions; and

WHEREAS, the federal government's Immigration and Customs Enforcement ("ICE") Priority Enforcement Program, uses local law enforcement data to identify suspected "criminal aliens" in local custody; and

WHEREAS, ICE issues civil immigration detainer requests which allow for prolonged detention during which ICE investigates the immigration status of suspected "criminal aliens" in local custody; and

WHEREAS, the Arlington Police Department ("APD") has demonstrated its commitment to both the inclusionary values of the Town of Arlington and the efficacy of engendering trust

throughout all facets of the Arlington community in the service of all residents without any sacrifice in its ability to protect residents from violent criminals; and

WHEREAS, Town Meeting wishes to voice its support for APD's continuation of its present practices, and make it known that all persons are safe from discriminatory law enforcement in Arlington.

NOW, THEREFORE, BE IT RESOLVED, that Town Meeting joins and supports APD's sound policing and human rights policies of refusing to investigate, arrest, or detain persons based purely on their immigration status without any other suspicion or cause.

BE IT FURTHER RESOLVED, that Town Meeting supports and encourages APD in fostering trust in a diverse community by specifically declining to arrest, detain, or extend the length of custody of an individual solely on the basis of a civil immigration detainer request, unsupported by a criminal warrant signed by a judge and/or probable cause.

BE IT FURTHER RESOLVED, that Town Meeting supports and encourages APD in specifically declining to respond to any ICE notification request seeking information about an individual's incarceration status, length of detention, home address, work address, personal information, hearing information, or pending release.

BE IT FURTHER RESOLVED, that Town Meeting supports and encourages APD in specifically declining to join in any operation led by a federal agency for the sole purpose of identifying and/or detaining persons not accused of any crime for deportation purposes, which would erode parts of our community's trust and could hamper effective law enforcement.

BE IT FURTHER RESOLVED, that Town Meeting supports and encourages APD, and other Town first responders and officials, in declining to inquire about the citizenship or immigration status of the victim of a crime, a person who is reporting a crime or a medical emergency, a person who requires aid, or witnesses, family members and/or bystanders unless required by valid federal or state law.

BE IT FURTHER RESOLVED, that Town Meeting supports and encourages each Town department and official from refusing to gather or disseminate information regarding the citizenship or immigration status, or the religious or ethnic identity of any person for the purposes of ICE detentions and deportation actions or the creation or maintenance of a registry of individuals based upon their religious affiliation, ethnicity, or national origin, unless required by valid federal or state law or directly relevant to business between that individual and the agency or department.

BE IT FURTHER RESOLVED, that nothing in this resolution shall be construed to prohibit any Town agency or department from providing another law enforcement agency information that is required to be provided by state or federal law, including 8 U.S.C. § 1373.

ARTICLE 60

**RESOLUTION SUPPORTING STATE AND
FEDERAL LEGISLATION THAT PROVIDES
GREATER TRANSPARENCY IN POLITICAL
DONATIONS AND LIMITS THE INFLUENCE OF
MONEY IN POLITICS**

(Inserted at the request of Elizabeth Kowalski and ten registered voters)

To see if the Town will vote to or take any action related thereto:

WHEREAS, the current and increasing role of money in politics threatens the democratic ideals upon which our republic was founded; and

WHEREAS, in an effort to restore voter confidence in our democracy, a non-partisan, grassroots movement known as "Represent.Us" is working for legislative reforms to reduce the opportunity for corruption within the political system in our country by supporting a legislative reform bill known as the "American Anti-Corruption Act" (the Act), and

WHEREAS, the Act targets bribery by preventing lobbyists from donating to politicians and offering them deals that could influence policymaking, ends secret money by mandating full transparency, enables citizens to fund elections, closes the "revolving door" between Congress and lobbying firms, and enhances the power of the Federal Election Commission.

NOW THEREFORE, BE IT RESOLVED by the legal voters of the Town of Arlington, Massachusetts that tough new anti-corruption laws as included in the American Anti-Corruption Act must be passed by the Massachusetts General Court as well as the US Congress to remove the corrupting influence of money on our political system. The Act prohibits politicians from taking campaign money from industries they regulate; increases transparency for campaign funding; empowers all voters through a tax rebate voucher to contribute to the candidates they support; prohibits representatives and senior staff from all lobbying activity for five years after leaving office; and places limits on superPACs.

This proposed resolution was inserted by the citizen petition of Ms. Elizabeth Kowalski and I anticipate that she and other representatives of the "Represent.US." group will present the Board with information on the purpose and scope of the resolution, which to my understanding is intended to capture Town Meeting's support for anti-corruption legislative political efforts in the

Commonwealth. As the Board and Town Meeting know, the resolution, if adopted by Town Meeting is not binding on Town officials.

OFFICE OF THE BOARD OF SELECTMEN

DIANE M. MAHON, CHAIR
DANIEL J. DUNN, VICE CHAIR
KEVIN F. GREELEY
STEVEN M. BYRNE
JOSEPH A. CURRO, JR.



730 MASSACHUSETTS AVENUE
TELEPHONE
781-316-3020
781-316-3029 FAX

TOWN OF ARLINGTON
MASSACHUSETTS 02476-4908

February 10, 2017

Dear Registered Voter:

The Board of Selectmen will meet on Monday, February 27th at 7:15 p.m. to discuss the Warrant Article petition that you signed. The meeting will take place in the Town Hall Auditorium, 1st Floor, Town Hall.

- | | |
|------------|---|
| Article 17 | Bylaw Amendment/Regulation of Plastic Bags (<i>Rescheduled to a future meeting</i>) |
| Article 18 | Bylaw Amendment/Appraisals of Town Property Interests |
| Article 20 | Vote/Email Accounts for Members of Public Bodies |
| Article 60 | Resolution Supporting State and Federal Legislation that Provides Greater Transparency in Political Donations and Limits the Influence of Money in Politics |

Please feel free to contact Mary Ann or Fran in my office at the above number to confirm or if you require any further information.

Thank you.

Very truly yours,
BOARD OF SELECTMEN

A handwritten signature in cursive script that reads "Marie A. Krepelka".

Marie A. Krepelka
Board Administrator

MAK:fr

ARTICLE 17

BYLAW AMENDMENT/REGULATION OF PLASTIC BAGS

To see if the Town will vote to regulate or prohibit the sale or distribution of plastic bags at retail, food service, and other establishments; or take any other action related thereto.

(Inserted at the request of Jim Ballin and ten registered voters)

ARTICLE 18

**BYLAW AMENDMENT/APPRAISALS OF TOWN
PROPERTY INTERESTS**

To see if the Town will vote to amend the Town Bylaws to add a provision or provisions requiring the Town to determine the value of any real property interest before disposing of it by using procedures customarily accepted as valid by the appraising profession, including hiring an appraiser at the Town's discretion; or take any action related thereto.

(Inserted at the request of Lisa Reynolds and ten registered voters)

ARTICLE 20

**VOTE/EMAIL ACCOUNTS FOR MEMBERS OF
PUBLIC BODIES**

To see if the Town will vote to provide email accounts for the exclusive use of Town business to members of the Board of Selectmen, School Committee, Finance Committee, Board of Assessors, Redevelopment Board, and possibly other public bodies; or take any action related thereto.

(Inserted at the request of Christopher Loreti and ten registered voters)

ARTICLE 60

**RESOLUTION SUPPORTING STATE AND FEDERAL
LEGISLATION THAT PROVIDES GREATER
TRANSPARENCY IN POLITICAL DONATIONS AND
LIMITS THE INFLUENCE OF MONEY IN POLITICS**

To see if the Town will vote to or take any action related thereto:

WHEREAS, the current and increasing role of money in politics threatens the democratic ideals upon which our republic was founded; and

WHEREAS, in an effort to restore voter confidence in our democracy, a non-partisan, grassroots movement known as "Represent.Us" is working for legislative reforms to reduce the opportunity for corruption within the political system in our country by supporting a legislative reform bill known as the "American Anti-Corruption Act" (the Act), and

WHEREAS, the Act targets bribery by preventing lobbyists from donating to politicians and offering them deals that could influence policymaking, ends secret money by mandating full transparency, enables citizens to fund elections, closes the "revolving door" between Congress and lobbying firms, and enhances the power of the Federal Election Commission.

NOW THEREFORE, BE IT RESOLVED by the legal voters of the Town of Arlington, Massachusetts that tough new anti-corruption laws as included in the American Anti-Corruption Act must be passed by the Massachusetts General Court as well as the US Congress to remove the corrupting influence of money on our political system. The Act prohibits politicians from taking campaign money from industries they regulate; increases transparency for campaign funding; empowers all voters through a tax rebate voucher to contribute to the candidates they support; prohibits representatives and senior staff from all lobbying activity for five years after leaving office; and places limits on superPACs.

(Inserted at the request of Elizabeth Kowalski and ten registered voters)

ByLaw Amendment/ Appraisals of
Town Property Interests
Lisa Reynolds

Amy Armstrong
73 Huntington Road
Arlington, MA 02474

Stephen Reynolds
1 Pond Terrace
Arlington, MA 02474

Deborah Brown
46 Blossom Street
Arlington, MA 02474

Linda Chase
3 Pond Terrace
Arlington, MA 02474

James Conforti
26 Bartlett Avenue
Arlington, MA 02476

Robin Elkins
34 Lewis Avenue
Arlington, MA 02474

Frederick Norcross
11 Academy Street
Arlington, MA 02476

Marco Odiaga
34 Lewis Avenue
Arlington, MA 02474

Heather Phelps
49 Pond Lane
Arlington, MA 02474

Carol Reynolds
139 Ridge Street
Arlington, MA 02474

Vote/ Email Accounts for Members
of Public Bodies
Christopher Loreti

Brian Dawson
58 Adams Street
Arlington, MA 02474

Robert Tosi, Jr.
14 Inverness Road
Arlington, MA 02476

Phil Goff
94 Grafton Street
Arlington, MA 02474

Bill Hayner
19 Putnam Road
Arlington, MA 02474

Christopher Loreti
56 Adams Street
Arlington, MA 02474

Theodore Peluso
438 Massachusetts Avenue
Arlington, MA 02474

Stephen Revilak
111 Sunnyside Avenue
Arlington, MA 02474

Paul Schichtmen
47 Mystic Street
Arlington, MA 02474

Robert Sprague, Jr.
150 Washington Street
Arlington, MA 02474

Jennifer Susse
45 Teel Street
Arlington, MA 02474

Resolution Supporting State and
Federal Legislation that Provides
Greater Transparency in Political
Donations and Limits the Influence
of Money in Politics - Kowalski

Margaret Carey
54 Lewis Avenue
Arlington, MA 02474

Michaela Cravotta-Crouch
103 Mary Street
Arlington, MA 02474

Margaret Husak
46 Franklin Street
Arlington, MA 02474

Steven Klaiman
18A Grove Street
Arlington, MA 02476

Elizabeth Kowalski
60 Pleasant Street
Arlington, MA 02476

Edward Loveall
60 Pleasant Street
Arlington, MA 02476

Kelly O'Toole
34 Kimball Road
Arlington, MA 02474

Mark and Katherine Reisz-Hanson
22 Farrington Street
Arlington, MA 02474

Joseph Roberts
11 Scituate Street
Arlington, MA 02476

We need a place to “let our guard down for a while and just talk--just exist.”

*“Safe spaces to be who we are without fear of discrimination or hate. ...
Regular community events, but just for us.”*

Data from AHRC's questions in the Vision 2020 survey

- Out of over 6500 respondents, 76% rated it as important or very important for Arlington to be welcoming for the LGBTQ+ community.
- Out of 6250 respondents, 37% said that Arlington is currently neutral or not welcoming for the LGBTQ+ community.
- 68 respondents said they had experienced discrimination, harassment, or bias in Arlington because of LGBTQ+ identity.
- 471 respondents said that they and people in their household would be more likely to participate in LGBTQ+ activities if Arlington had a single contact person for all LGBTQ+ issues who would maintain an online resources list and calendar of events.

Other select comments from AHRC's LGBTQIA+ community survey

Some people hadn't participated in events because they were unaware of them and/or new to the area. One person said “I've lived in Arlington for 5 years now and I JUST found out about these resources.” An LGBTQIA+ Commission listed on the Town website would make resources obvious.

The majority of the activities right now are for the youth or elderly, so there's a gap in offerings for most adults. Many people mentioned there only being events for youth. Many people praised the Queer Book Group. Some mentioned the book group being on a night they can't attend and there being no other offerings for their age group.

Several people mentioned schedule conflicts for things they wanted to attend. If we offered more activities, more people would find something of interest/find a time to participate that fits.

Some expressed concern that their particular identity wouldn't be accepted or understood in the existing groups in town that are not LGBTQIA+ specific but are advertised as “welcoming.” Activities housed in safe queer spaces and created and run by queer folks is so necessary, regardless of the best intentions of allies.

- “Did not think they would actually be sophisticated on the topics and, therefore, welcoming in a true sense.”
- “Both of the following work well because they are led by members of the community Rainbow LLI & Robbins Library Queer Book Group. It's rare something works well when not led by a member of the community, especially when the straight coordinator/facilitator is condescendingly ‘doing for us.’”

Many expressed the need for regular activities not about queer identity but in a safe queer space.

- Looking for “interest-based social gatherings in order to create a social network.”
- “Some sort of hangout would be great. Gatherings that aren't based around support/talking about what's wrong, what needs to change, but instead are safe spaces to be who we are without fear of discrimination or hate but without Important Activities. Game night, for instance, or movie night, or book club, or something like that. Regular community events, but just for us.”

Requests for specific additional LGBTQIA+ services from AHRC survey responses

Town LGBTQIA+ Liaison / Website / Advertising / Outreach

- Several people mentioned an LGBTQ+ ombudsperson, single LGBTQ+ contact, or an LGBTQ+ person heading the LGBTQ+ endeavors at the COA/for the Town
- Parent groups / school focus groups / school liaison or representative
- Website for Arlington LGBTQ+ community
- Better publicity for activities, other than just in the town paper
- Town recognition of Pride month with flags and a social gathering, such as an informal picnic in Robbins Park, drag ball open to everyone, town Pride parade, or at least a presence by different town organizations at the Boston Pride parade
- "I was not aware that these organizations had activities for LGBTQIA+. I think this information needs to be available and broadcasted better."

Activities for people of all ages

- Many mentioned the need for additional activities for queer adults, not just youth or elderly
- Something for LGBTQIA+ families, such as playgroup meet-ups, etc.
- One person said the teen group (Queer Mystic) is a good effort but needs more resources.
- "The focus of this questionnaire and activities by COA in the Senior Center and other organizations elsewhere assumes that this is one coherent group of people all with the same issues and needs."

Community-building

- "Social activities that would allow community members to meet one another. Would be nice to get to know other LGBTQIA+ people in town."
- "LGBT adults without children feel isolated."
- All-ages LGBTQIA+ dance with a really good DJ as part of Town Day
- PFLAG chapter
- Caregiver support or bereavement
- A youth program like BAGLY (<http://bagly.org>)
- Group for families with transgender parents
- More arts activities: queer dance group, queer community theater, queer film series

Other requests and comments

- Free HIV/AIDS testing
- Partnership with homeless shelters to provide housing for LGBTQIA+ homeless youth
- "We often run into the attitude 'we're fine with gay people' and the buck stops there -- this is not the same as being aware of and reacting to LGBTQIA+ -specific needs and desires."
- AYCC: Therapists need training and experience in dealing with LGBTQIA+ issues.
- AHS: "It would be helpful for the advisor to be LGBTQIA+. AHS has inadequate gender-neutral restroom facilities for students."
- Arlington Youth Health & Safety Coalition: "Does not seem to have any programs or activities directly related to LGBTQIA+ needs. At recent mental health and suicide and awareness night at AHS, there was no mention of the heightened risks of LGBTQIA+ teens."
- Robbins Library: "Great effort at LGBTQIA+ programming, though queer teen group seems [to be mostly a tightknit group of] home-schooled youth (not unexpected since it is this group which initiates the activities)" but additional programming for/efforts to better integrate public school youth would be welcome.

Examples of projects the LGBTQIA+ Rainbow Commission could tackle in its first 2 years

- Address the deficiencies identified in the Human Rights Campaign's Municipal Equality Index
- Be a visible LGBTQIA+ presence at Town Day
- Create an annual Pride Day celebration and/or coordinate participation in Boston Pride
- Work with the Human Rights Commission to draft a report based on the findings of AHRC's LGBTQIA+ community needs survey
- Host a forum for the LGBTQIA+ community to prioritize requests and elicit additional feedback
- Conduct a separate community needs survey for LGBTQIA+ youth
- Explore the possibility of opening a Pride Center in Arlington
- Provide immediate response to support the community in response to tragic events such as the Pulse nightclub shooting in Orlando as well as celebrate positive events such as overturning of anti-LGBTQ laws
- Provide resources and facilitate programming for children of LGBTQIA+ families and for intersex children, who have different needs from those of other LGBTQIA youth
- Engage in coalition building in town and beyond so all our minority communities are linked and supported--including helping faith communities work toward becoming welcoming congregations
- Support and educate youth-serving organizations in town (AYCC, Boys and Girls Club, etc.) around issues pertaining to queer youth and children from queer families; act as a bridge to resources in this area and beyond (e.g., help queer youth of color find a mentor from the Hispanic Black Gay Coalition, etc.)
- Curate resource lists and provide education to other town commissions such as the MLK Commission, which could in the future honor Bayard Rustin at an MLK events or could invite an LGBTQ+ speaker, for example

February 17, 2017

Town of Arlington
Board of Selectman

Dear Board of Selectman:

The following information is in support of ARTICLE 18 BYLAW AMENDMENT/APPRAISALS OF TOWN PROPERTY INTERESTS that I would like to submit for your review prior to the February 22nd meeting.

The article would require that, before the sale of any town owned real estate, including easements or similar rights, the town have the value of the property estimated by recognized real estate appraisal methods.

This requirement which is in keeping with state law* will allow town officials to follow best practices, fulfill their fiduciary responsibility and have full confidence in the process, proposed terms of sale, and allow the town to be compensated at full value for town owed assets.

Given the very high real estate values in Arlington, due in large part to town expenditures such as the school system, etc., which are financed by the taxpayers, the town should be allowed fair compensation for sales of property.

Specifically, arbitrage situations, where a middle man buys property from the town at a low price and re-sells at a high price, should obviously be avoided.

In addition, sales of vacant land or of rights to land which open up new development should be given a full cost-benefit analysis. Town representatives should have full information for decision making, including issues such as loss of open space, increased density, and demand on town services.

In special cases where no market value exists because of a 1 buyer-1 seller situation (bilateral monopoly), the value to the buyer and the value to the seller should both be estimated. In this way, the town representatives will have all the relevant data for an informed decision.

Thank you for considering supporting this warrant article.

Lisa Reynolds
TMM P6

***Chapter 30B Manual, Procuring Supplies, Services and Real Property**

Chapter 8 – Real Property Transactions: Dispositions (pg. 99)

Step 2: Determine the value of the property

You must determine the value of the property before you can dispose of it. Chapter 30B requires that you determine the property's value by using procedures customarily accepted as valid by the appraising profession. You may hire an appraiser, although you are not required to do so. You may also rely on the municipal assessment of a property's value if it is current, if the municipality is assessed at 100 percent, and if the assessment is determined through valid procedures. The value of most parcels of property will likely exceed the \$35,000 threshold for advertised competition.



**Town of Arlington
Office of the Town Manager**

Adam W. Chapdelaine
Town Manager

730 Massachusetts Avenue
Arlington MA 02476-4908
Phone (781) 316-3010
Fax (781) 316-3019
E-mail: achapdelaine@town.arlington.ma.us
Website: www.arlingtonma.gov

To: Members of the Board of Selectmen

From: Adam Chapdelaine, Town Manager

RE: Warrant Article 19 – Appointed Town Treasurer/Collector

Date: February 23, 2017

I am writing to provide the Board with a proposed organizational structure for a Town Finance Department, and also for a potential future Consolidated Finance Department, should the Board choose to move forward with pursuing the change of the Town's Treasurer/Collector from an elected to an appointed position.

Attached to the memorandum are two organizational charts, labeled Exhibit A and Exhibit B. Exhibit A demonstrates a proposed organizational structure for a Town Finance Department, including the following details:

- The Town Treasurer/Collector appointed by the Town Manager and reporting to the Deputy Town Manager.
- The Director of Assessing appointed by the Town Manager, reporting to the Deputy Town Manager and working with the Board of Assessors as is the current practice.
- The Town Comptroller appointed by the Board of Selectmen, but reporting on a day to day basis to the Deputy Town Manager. This is not the current practice, but would be recommended when implementing a Finance Department.

Exhibit B demonstrates an initial framework for creating a Consolidated Town/School Finance Department. Though this topic is not part of the matter before the Board tonight, I felt it important to highlight this potential structure based on prior conversations of this Board. As you can see, this structure includes an Assistant Finance Director serving as the School Business Manager. Should this

conversation proceed, we would eventually add existing School Business Office staff to this organizational chart.

I look forward to discussing this matter with the Board at Monday's meeting.

Exhibit A

Proposed Organizational Structure of Finance Department

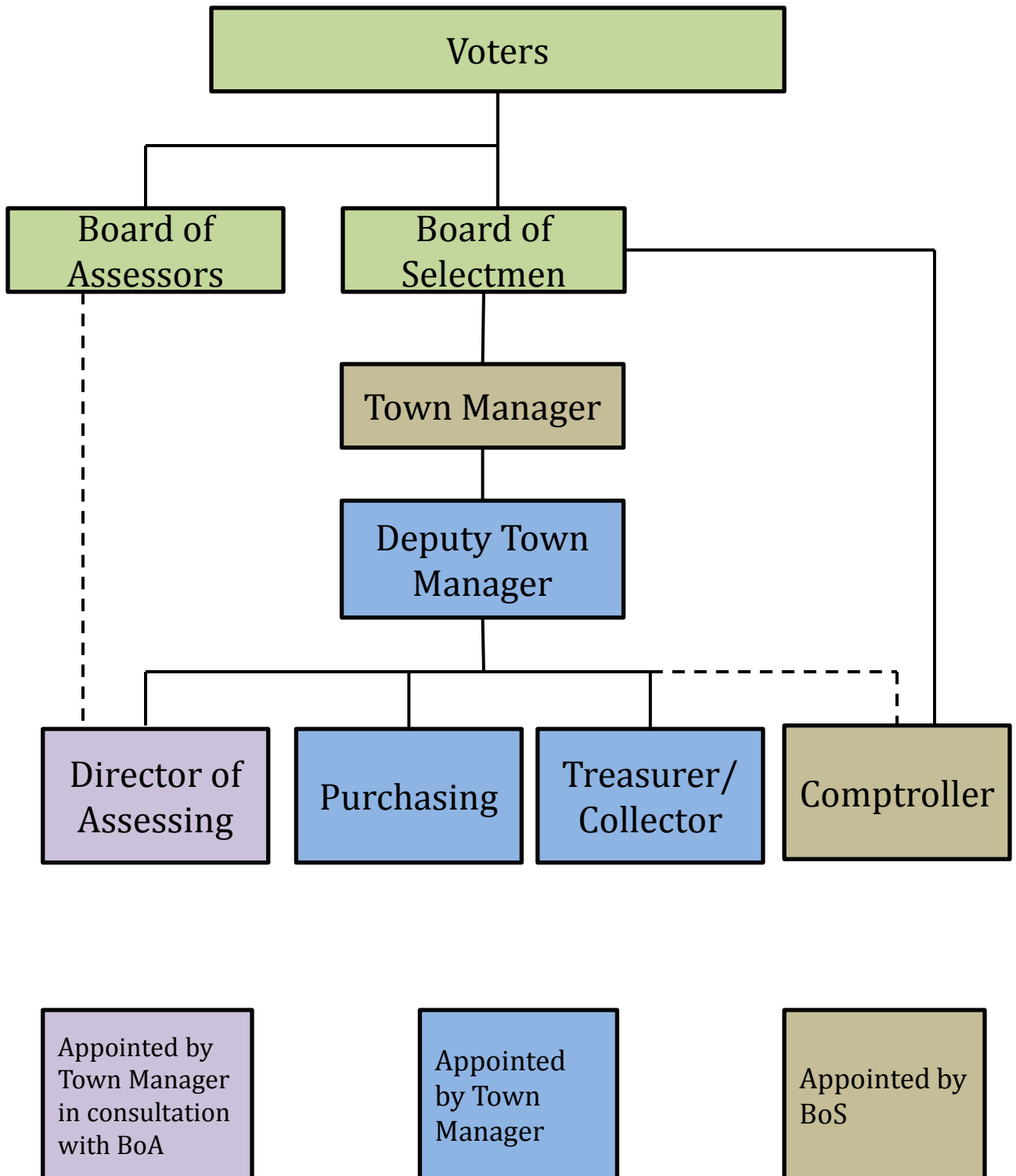
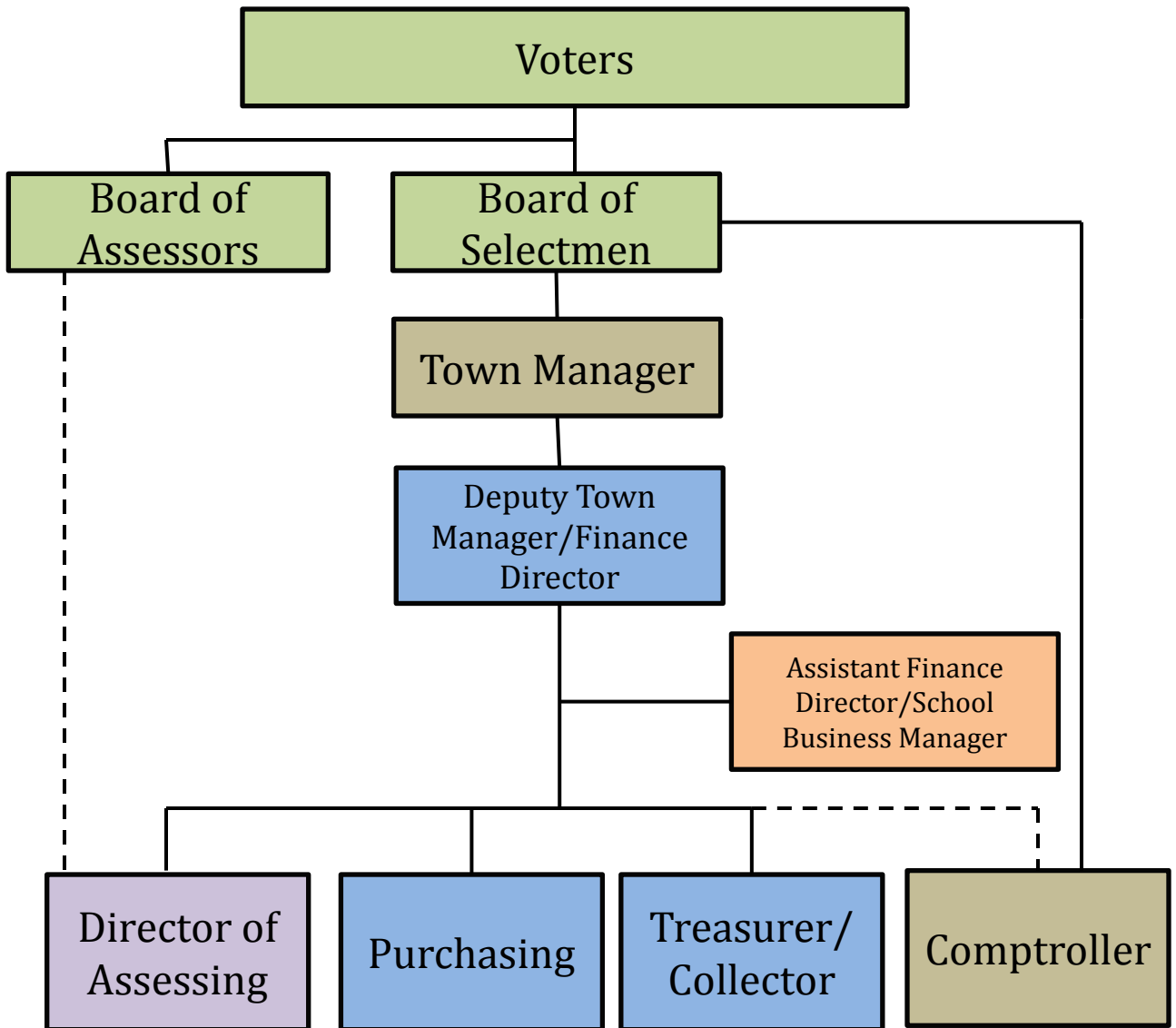


Exhibit B

Proposed Organizational Structure of Finance Department – Consolidated with Schools



Appointed by
Town Manager
in consultation
with BoA

Appointed
by Town
Manager

Appointed by
BoS

Appointed by
Town Manager
in consultation
with School
Committee

From: "Liz Bilafer" <jlbilafer@comcast.net>
To: <mkrepelka@town.Arlington.MA.us>
Date: 02/02/2017 03:35 PM
Subject: Memo

MEMORANDUM

TO: Board of Selectmen
FROM: John Bilafer
DATE: February 2, 2017
SUBJECT: Finance Reorganization

I served as the elected Town Treasurer/Collector of Taxes from 1972 to 2005 (33 years). Since my retirement in 2005, the duties and responsibilities within the treasury department have become increasingly complex and varied requiring greater cooperation and integration among the town's other financially related departments. Therefore, I believe it to be important that the Treasurer/Collector position be filled with an appointed finance professional serving under a Director of Finance within the structure of a finance department.

The Town of Arlington is perhaps the only Massachusetts municipality which maintains a comprehensive scholarship awards program administered within the Town Treasurer's Department. Since its inception in the 1980's the *Dollars for Scholars* program has provided scholarship aid to thousands of Arlington residents. In the event the continuation of this scholarship program as currently constituted is not required as a condition of employment for the next and future treasury appointees, it is requested that I be notified of that fact prior to the discussion of this matter at town meeting.

2/23/2017

Dear Colleagues,

I had a chance to preview some of the drafts that Doug was working on for our meeting Monday. I marked up one of his working drafts for consideration during our discussion on Monday.

There are three significant changes from the draft I was looking at:

- 1) I removed the original leading paragraph. It was broader than I thought was useful.
- 2) I added a section to clarify that this makes it easier for immigrants to be protected by and cooperate with the police
- 3) I added a section to clarify that we aren't extending any protections to violent criminals

I made those changes with two key goals in mind. The first goal is to put forward a resolution that will attract a broader base of support in the town and in town meeting. If this debate is acrimonious and divisive, and the resolution passes or fails by a single vote, I think we have failed to guide the debate well. If the debate is passionate and polite and the resolution is adopted by a large part of Town Meeting, I will be pleased. I believe that by narrowing the scope some we can find a broader consensus.

The second goal is for clarity of purpose. I believe that if Town Meeting members see more clearly what this resolution does and does not do, it will be easier to find our way to yes.

Many thanks to Doug and all of the collaborators on this draft. I look forward to lively discussion on Monday.

Thanks

Dan

Arlington Trust Resolution- Dunn Draft

WHEREAS, the Town of Arlington desires to provide safety, opportunity, access, and equality for all immigrants and people of all ethnicities and religions; and

WHEREAS, the federal government's Immigration and Customs Enforcement ("ICE") Priority Enforcement Program, uses local law enforcement data to identify suspected "criminal aliens" in local custody; and

WHEREAS, ICE issues civil immigration detainer requests which allow for prolonged detention during which ICE investigates the immigration status of suspected "criminal aliens" in local custody; and

WHEREAS, fear of detainer requests and other immigration enforcement measures inhibits many community members from seeking protection from public safety officials and from providing aid to public safety officials during investigations of crimes; and

WHEREAS, the Arlington Police Department ("APD") has demonstrated its commitment to both the inclusionary values of the Town of Arlington and the efficacy of engendering trust throughout all facets of the Arlington community in the service of all residents without any sacrifice in its ability to protect residents from violent criminals; and

WHEREAS, Town Meeting wishes to voice its support for APD's continuation of its present practices, and make it known that all persons are safe from discriminatory law enforcement in Arlington.

NOW, THEREFORE, BE IT RESOLVED, that Town Meeting joins and supports APD's sound policing and human rights policies of refusing to investigate, arrest, or detain persons based purely on their immigration status without any other suspicion or cause.

NOW, THEREFORE, BE IT RESOLVED, that Town Meeting joins and supports APD's sound policing goal to keep all individuals, regardless of immigration status, who are violent or otherwise a threat to the public good off the streets.

BE IT FURTHER RESOLVED, that Town Meeting supports and encourages APD in fostering trust in a diverse community by specifically declining to arrest, detain, or extend the length of custody of an individual solely on the basis of a civil immigration detainer request, unsupported by a criminal warrant signed by a judge and/or probable cause.

BE IT FURTHER RESOLVED, that Town Meeting supports and encourages APD in specifically declining to respond to any ICE notification request seeking information about an individual's incarceration status, length of detention, home address, work address, personal information, hearing information, or pending release.

BE IT FURTHER RESOLVED, that Town Meeting supports and encourages APD in specifically declining to join in any operation led by a federal agency for the sole purpose of identifying and/or detaining persons not accused of any crime for deportation purposes, which would erode parts of our community's trust and could hamper effective law enforcement.

BE IT FURTHER RESOLVED, that Town Meeting supports and encourages APD, and other Town first responders and officials, in declining to inquire about the citizenship or immigration status of the victim of a crime, a person who is reporting a crime or a medical emergency, a person who requires aid, or witnesses, family members and/or bystanders unless required by valid federal or state law.

BE IT FURTHER RESOLVED, that Town Meeting supports and encourages each Town department and official from refusing to gather or disseminate information regarding the citizenship or immigration status, or the religious or ethnic identity of any person for the purposes of ICE detentions and deportation actions or the creation or maintenance of a registry of individuals based upon their religious affiliation, ethnicity, or national origin, unless required by valid federal or state law or directly relevant to business between that individual and the agency or department.

BE IT FURTHER RESOLVED, that nothing in this resolution shall be construed to prohibit any Town agency or department from providing another law enforcement agency information that is required to be provided by state or federal law, including 8 U.S.C. § 1373.

From: "Elisabeth W. Taylor" <ewt7ewt7@gmail.com>
To: Marie Krepelka <mkrepelka@town.arlington.ma.us>
Date: 02/02/2017 10:58 AM
Subject: Lisbet Taylor, Precinct 21: IN FAVOR of Arlington as "Sanctuary City"

HI Marie,

I am writing as a resident of Precinct 21 to register my support for Arlington becoming a "Sanctuary City." I also plan to attend the February 27th meeting to voice my support.

Best,
Lisbet

Lisbet Taylor
781-643-1586

Dear Diane Mahon

I am an Arlington MA
resident and I am concerned
about President Trump's
executive order on immigration

I ask you to oppose his policy
by making Arlington a
sanctuary town. I know
you are voting soon on
this and I ask you to
approve this resolution.

Thank you.

Alexander

Diane Mahon
730 MASS Ave.
Arlington MA 02476

RECEIVED
SELECTMEN'S OFFICE
ARLINGTON, MA 02476

2017 FEB -2 AM 8:30

Casey Gallagher
155 Massachusetts Ave
Apt 12
Arlington, MA 02474
28 January 2017

130 Massachusetts Ave.
Arlington, MA 02476

Dear Selectman Dan Dann,

Thank you for supporting the motion to make Arlington a Sanctuary Town despite threats from the President. As an Arlington resident, I support this motion and the move to make Arlington a welcoming and non-discriminatory town.

Sincerely,

Casey Gallagher, Precinct 3

1.30.17

Dear Diane, Kevin, Joe, Dan &
Steven,

I have lived in Arlington
all my life. I've never been
prouder to be an Arlington
ian than when I saw
that, you as a Board,
unanimously proposed a
resolution for Arlington to
become a "sanctuary
Town". I applaud your fir-
leadership & hope you
will decide on approval.
Rather than "Talk about
what you stand for" as
Dan suggested, I hope you
will be UPSTANDERS in
the true sense of the
word & vote for approval.

Thank you for all you
do to make Arlington the
fine town it is.

Fondly,

Elaine Shea

From: Danielle Descoteaux <danie.descoteaux@gmail.com>
To: mkrepelka@town.arlington.ma.us
Date: 01/26/2017 03:02 PM
Subject: Thank you!

I was delighted to hear that the Board of Selectmen have voted to propose that Arlington be a sanctuary city.

I will be at the town spring meeting to voice my full-throated support of this. We need courageous lawmakers to stand up for the least among us and I'm proud to live in a town that can stand up for what's right.

So please pass along my thanks and looking forward to the spring meeting when I hope the act is passed.

All best,
Danielle Descoteaux
83 Newport St

From: James Cooney <jamescooney20@yahoo.com>
To: "mkrepelka@town.arlington.ma.us" <mkrepelka@town.arlington.ma.us>
Date: 01/26/2017 01:54 PM
Subject: Arlington as sanctuary town

Dear Ms. Krepelka,

Hello. I'm a resident of Arlington (living at 5 Freeman Street), and I wanted to take a moment today to encourage the Board of Selectman to continue discussing and pursuing policies toward making Arlington a sanctuary town, and to oppose and resist President Trump's recent executive order to cut funding from sanctuary cities.

I was sorry to have missed the meeting last week where the warrant article was discussed, but I do hope to participate in any future public assemblies that address this critical issue.

Thank you for your service,

James Cooney

From: Betsy Singer <betsy@bbbcs.net>
To: mkrepelka@town.arlington.ma.us
Date: 01/25/2017 09:31 PM
Subject: Support for Sanctuary town status

To the Board of Selectmen,
I would like to express my support for the proposal to include in
the
Town Meeting Warrant making Arlington a sanctuary town for refugees.
Let
us stand in solidarity with the city of Boston, and several other
communities in Massachusetts.

Thank you,
Elizabeth Singer
27 Elwern Rd
Precinct 19

This email has been checked for viruses by Avast antivirus software.
<https://www.avast.com/antivirus>

2/1/17

To the Board of Selectmen,

The topic of becoming a sanctuary city is a delicate one. I have personally experienced how giving the people of Arlington are and it makes perfect sense that we as a community would want to support becoming a Sanctuary City- Arlington cares.

However, given the current political landscape, I fear we are making this decision too swiftly because of politics. It feels like we are reacting to what many view as an irrational President. I did not vote for the current President, but I do feel strongly that a well thought out plan is always better than a swift decision. I for one would like to know what our plan is. These are some of my thoughts, concerns and questions I have:

- Arlington is not like Boston and Somerville, we do not have the commercial tax base to support any potential reduction in federal money like a large city might have.
- What services do you plan on cutting to offset the loss of the federal money? What will the impact be to our residence?
- Is the federal money that may be withheld from the government in anyway based on the amount of taxes we paid into the government last year and is that money legally owed back to us for 2016, as we were not a sanctuary city?
- What will our expense per illegal immigrant be for food, accommodations, schooling, medical and added resources such as police, fire and social workers?
- Has the crime rate gone up in cities that are safe havens for illegal immigrants? If the answer is yes, is Arlington prepared for this?
- Do we have the ability to set the number of immigrants we can take in and can we have a vetting process to omit illegal immigrants that have committed a crime?
- Are we taking it upon ourselves to decide which federal laws we will obey and enforce and will that encourage various divisions growing within our country with disrespect for authority?

This is a very unsettling time and I am not sure what the correct action to take is - but my gut says proceed with caution, make sure the decision you make is fiscally responsible, if we can't manage this without asking the citizens of Arlington to increase their taxes -we shouldn't do this- because many citizens of Arlington feel that becoming a sanctuary city is a direct action against our current law and forcing funding through taxes is not an option.

Kind Regards,

Lori Talanian
49 Oldham Rd
Arlington, MA 02474
617-680-5455

From: Rita Supprise <websterwing@earthlink.net>
To: mkrepelka@town.Arlington.ma.us
Date: 02/23/2017 09:34 AM
Subject: No to Arlington as a sanctuary town

Rita Supprise
71 Webster St.
Arlington, MA 02474

February 23, 2017

Town of Arlington Board of Selectmen
c/o Marie Krepelka, Administrator
730 Massachusetts Ave.
Arlington, MA 02476

Subject: Sanctuary Town or "Trust Act" community

Dear Board Members,

I must admit I was amazed and disappointed to find that officials elected to serve the residents of Arlington would take a move to make Arlington a sanctuary town and ignore the law, and disrespect The Constitution of the United States.

Let me say out loud what is on my mind. The Boston Marathon bombing, not that long ago. The Pulse Club massacre, certainly an inclusive community. The San Bernadino office slaughter, by two enemies of the people treated inclusively, and yet bent on murder and mayhem on those who befriended them.

There was a beheading in Oklahoma of a woman at her desk in work. We have Nice, Paris, London, Brussels, the Cole, 2 African embassies, the first attack on the Twin Towers and then of course the murder of thousands on 9/11/2001. I can go on and on and on.
Remember Kathryn Steinle of San Francisco, killed by an illegal alien, at age 32 while walking with her father on a pier.

Just recently, two people were killed in Denver by illegal aliens. One, a young woman, was struck and dragged to her death. Does that sound familiar? It happened here in Mass. to Mathew Denice, age 32.

Go President Trump with all you promised, and yes, Sweden is on fire.

Sincerely,

Rita Supprise
Town Meeting Member

RECEIVED
SELECTMEN'S OFFICE
ARLINGTON, MA 02476

February 7, 2017

2017 FEB 14 PM 12:40

Dear Board of Selectmen and Town Manager of Arlington,

I reject the need for Arlington to designate itself a Sanctuary Town. You are putting the town at risk for losing federal funding that the town may receive. Why would you want to test these waters and put our community at risk?

The current executive order put out by our president indicates what **the police are already doing in Arlington**: if a criminal, illegal person is arrested, the police have the obligation to let federal officials of ICE know about it. If they are already doing this, why do you make it seem like we need this special designation that could put our community at risk?

This is a **highly politicized move**. Would you consider changing the language of the proposal? Could you call it something other than "Sanctuary Town?" That way, you could still express care for Arlington residents and not tie it into the Sanctuary City political struggle right now.

President Trump won this election. He is our president. We need to work together. If you, as leaders of this town make this choice, you will risk the well-being of this community in a way. It is selfish, unnecessary, and foolish.

The politically-correct agenda has gone too far. "Progressive" politicians and their copious media outlets are pushing this agenda to the edge and promoting fear and divisiveness. Your efforts may do the same, in my opinion.

I DO have concerns about losing federal funding. It matters to me. This is a fight that you will start, and we don't need more fighting. We need togetherness as a nation. I'm willing to be a part of Arlington community-building, let people know that there is love and unity here. Maybe the Selectmen could organize something around that? Not this measure. I work in Cambridge, and that city and all of us who live or work there are in for a rude awakening if the city doesn't comply with federal law. Please don't put Arlington in such a position.

Thank you for reading, and

Sincerely,



Dana Hyland
Arlington Resident
508-641-7913

103 VARNUM STREET

02474

Frances Saunders
30 Amsden Street
Arlington, MA 02474

RE: Opposing Sanctuary Town Status

I've been a lifelong resident of Arlington (74 year old veteran) and feel it is unsafe to have people here in town that have no legal status. I oppose the Board of Selectmen vote of sanctuary town because these people have no legal documentation. The citizens of the US pay taxes and illegal citizens put a burden on how tax revenue is spent. In Arlington this money should be spent on the public schools and elder care services. Again, I feel this is a very unsafe practice and understand Boston is a sanctuary city, where there are more recourses and feel they can handle this status better than the Town of Arlington.

From: "Request/Answer Center" <arlingtonma@mycusthelp.net>
To: "Mary Ann Sullivan" <MSullivan@town.arlington.ma.us>
Date: 02/06/2017 07:44 AM
Subject: [BOSAdmin] New Incoming Request for Answer

2/2/2017 2:46:23 PM

Ask a Question

MarianDeCamp

W077395-020217

This issue should be voted on in a Special Election by the voters in Arlington. If Arlington police de facto are already not asking whether or not someone is here illegally, then why on earth do this, putting federal funds at risk. ALSO, Illegal Gangs bring in drugs, ruing our kids. Can we have a Special Election on this?

Do **NOT** respond to this email. It is for informational purposes only. Click this link to review Request.
<https://mycusthelpadmin.com/ARLINGTONMA/Zadmin/ServiceRequests/Details.aspx?id=77395>

From: "Request/Answer Center" <arlingtonma@mycuthelp.net>
To: "Fran Reidy" <FReidy@town.arlington.ma.us>
Date: 01/27/2017 08:55 AM
Subject: [BOSAdmin] New Incoming Request for Answer

1/27/2017 8:09:52 AM

Ask a Question

MarianDeCamp

W077232-012717

Since Illegal gangs are bringing in deadly drugs into this country, and our kids in this Commonwealth as well as the country are dying every day, why must Arlington become a haven for these gangs? Where is the compassion for families whose kids have died from overdoses? Why isn't this question be on the ballot and voted on by Arlington voters? How do we make that happen?

Do **NOT** respond to this email. It is for informational purposes only. Click this link to review Request.

<https://mycuthelpadmin.com/ARLINGTONMA/Zadmin/ServiceRequests/Details.aspx?id=77232>

From: Phil McLaine <pmclaine@hotmail.com>

To: sbyrne <sbyrne@town.arlington.ma.us>; jcurro <jcurro@town.arlington.ma.us>; ddun <ddun@town.arlington.ma.us>; kgreeley <kgreeley@town.arlington.ma.us>; dmahon <dmahon@town.arlington.ma.us>; mkrepelka <mkrepelka@town.arlington.ma.us>

Subject: Sanctuary Status

Date: Wed, Feb 1, 2017 6:52 am

It is with great concern I have learned that town management is considering becoming a so called "sanctuary" entity by declaring it official policy to not comply with the laws of our country. This disturbs me for the dangerous precedent it sets and the the costs it will bring to our community. The basic idea of helping people in need is a noble one but not when it comes at the expense of destroying respect for laws that provide for good order in governance and the safety of the people.

We are coming quick upon 20 years of the new millennium and and the times have been tumultuous. During this period the example set by government has been dismal. One unnecessary war, bailing out businesses that made bad decisions jeopardizing our economy, the use of government agencies for political purpose, infringing on the rights of the law abiding to account for the actions of criminals, government spying upon citizens and the free press, government lying to its citizens about the effects of policy and world events, and individual officials skirting public law to avoid transparency. It is unknown how many generations it will require to pay for the damage our leaders have wrought in this still young century.

The bad example of our leaders is filtering down to smaller communities such as ours and it is only reasonable to expect that individuals see this and come to the conclusion why should they live within the law when those seen in the news everyday face no repercussions for their unlawful actions. There is false security in that. The corrosive result of the "too big to fail" concept is that the electorate must hold leaders to account through the electoral process rather than the legal system. We remove leaders from office when their policies and actions displease us. As members of small government or individuals we do not enjoy similar protections and law is applied not with concerns for good intentions but with regard to whether or not there is compliance. That is the way it should be for all and I think it important that Arlington as a community respect the law rather than unilaterally declare it will not comply.

I question the justice of the town administration to disregard law in my name. By making a blanket resolution, as a resident, I become associated and considered approving of the action when I am not in agreement. My tax remittances will be used to cover the penalties and costs of a policy I strongly oppose. A peaceful transfer of power at the national level occurred just over a week ago and it is shameful that part of the population is opposing the process with disruption, destruction and obstructionism. I understand the pain felt by those on the other side. I've experienced the feelings of having my vote not result in a successful candidate but I carried on and worked toward getting my candidate elected at the next opportunity. I didn't block public ways, disrupt

transportation and inconvenience people during their work or commute, I didn't burn valuable property or destroy business or private property. The scenes we see today are disturbing and they seed directly from actions such as Arlington wishing to declare its unwillingness to follow the law. Our children see this and it portends that the future will be more trying than the awful 17 years of this new millennium.

I have read some discussion promoting the reasons for adopting a "sanctuary" resolution. I noted the dark observations one person made regarding the town in which he envisions "nail shops" that traffic in the sex trade or indentured servitude. He insinuates that other town businesses are run in such manner as to take advantage of the disadvantaged whose concerns for their safety are used as levers of abuse. I read this and than contrasted it with my 40 plus years of Arlington residence. I enjoy the presence of the local shop keepers and my neighbors. I see their philanthropy and their fair treatment of their customers and employees. I wonder where this dark underbelly of Arlington exists that is hidden from my view. I also question that if these horrors exist why have we let our government and police fail us? If these unlawful things are so prevalent it is being proposed that we break more law to make it right? Why are we not holding our government accountable? These shop keepers being slandered are not only local business people providing necessary goods, services and tax revenues, they are often our neighbors we invite over for a BBQ or cold adult beverage on a hot summer evening. Arlington, and this entire country, is comprised of compassionate people. I reject the idea that by complying with laws that ensure the good order and safety of the public it will result in abuses of those people that for whatever reason are unable to comply with those same laws.

At the root Arlington must determine why it is embarking on this road. The laws that the town wishes to ignore have been on the books since the Truman administration. They are the same laws that were in place when my Pierce School classmate, Omeed, was sent back to his homeland Iran by President Carter. They are the same laws that President Obama enforced during his first term in office. It is similar policy to that President Obama implemented when he closed the door upon Cuban refugees throughout the Caribbean and Central America a mere two weeks ago. What has changed that Arlington now decides to take this action but was okay with the status quo previously? Do we as a free people really want to have biased political ideology replace the fair application of blind justice. If you don't see the danger in following politics over law and common courtesy just ask former Senator Harry Reid how much he wishes he had not invoked the "nuclear option" in disregard for established rules and regulations in Congress now that those rule changes will be used against his former colleagues.

The disregard of law is not the work of those in public office who have been tasked by the citizens with ensuring good order. If people have such strong compassion that they desire to skirt public policy than let them do it individually. The individual should be able to decide their own level of support in this matter and they should be willing to bear the costs of housing, board and security. My immigrant parents were required to have such assistance under the sponsorship requirement when they legally entered the United States. I'm sure 99% of the Good Samaritan sponsors will be rewarded with the

experience of meeting great hard working people and the general population will not have to fund or suffer the fiscal and societal costs, that will come with adopting "sanctuary" status. For the fraction of a percent of the sponsors that might suffer the experience of harboring a person that intends to commit crimes and harm to the public than they will bear the responsibility for their actions and they can assume the consequences. That risk should not be forced upon all the residents of the town in order to give a false sense that no one is responsible should there be a bad outcome. Though the risk is remote, either as an individual safe harbor sponsor or as a collective "sanctuary", someone is going to be responsible for not following the law.

Has it been considered at what point and what causes a segment of society can consider itself "sanctuary" from law because of a political difference? What would be absurd about a Precinct claiming itself to be outside the scope of a tax over ride because they disagree with the expenditure? Would the same people proposing that Arlington declare "sanctuary" status respect the will of a Precinct to refuse a tax burden? This is the current nature of our hyper politicized community that picks and chooses law it decides to follow. Arlington is not the first to consider cherry picking law, the bad example has been set by our National leaders. We should strive to do better.

I remember a time when I didn't wake up and wonder what directive or outrage was coming along that would effect my life and the future of my children. Instead of government being something that runs unseen and without thought behind the scenes, providing services and security, it is becoming a daily burden in life that effects people mentally, fiscally and physically. Instead of being a creation of the people to better their lives it is becoming the Leviathan that divides us and dampens our spirit. Instead of ignoring law that we may disagree with, it is right for us as master of government to change law through existing lawful process. Instead of fighting with each other over differences in our beliefs it would be better to come together over those things we agree upon and enact laws that provide for the common good taking into account the concerns of the entire community. Ignoring the view point of one side or the other is the road we have been on for too long now and as it continues the rhetoric is turning to action, often times unproductive, disruptive or violent. Action is going to further entrench both sides until a time will come where mutual respect will be lost. In order to prevent that it is important that at this time Arlington takes the lead in demonstrating respect for the law rather than be the bad example that legitimizes the dangerous idea that law breaking is the way to get what you want in society.

Respectfully,

Phillip L.

McLaine

15

Washington Avenue

Arlington, MA

From: "Adam Chapdelaine" <AChapdelaine@town.arlington.ma.us>
To: "Marie Krepelka" <MKrepelka@town.arlington.ma.us>
Date: 02/01/2017 12:54 PM
Subject: Fwd: Sanctuary City Status

Adam W. Chapdelaine
Town Manager
Town of Arlington
730 Massachusetts Avenue
Arlington, MA 02476
(781) 316-3010

-----Original Message-----

From: "Janine DiTore" <jditore5@verizon.net>
To: <achapdelaine@town.arlington.ma.us>
Date: Tue, 31 Jan 2017 22:46:42 -0500
Subject: Sanctuary City Status

Dear Mr. Chapdelaine,

I would like to add my voice to those who believe designating Arlington as a sanctuary city is a bad idea. While I agree with the sentiment behind the proposal, I feel our town is not in the financial position to jeopardize over \$5M in federal aid.

I have lived in Arlington for over 25 years, first as a single person in a condo and now as a widow in a 1300 square foot cape I share with my two daughters. Since my husband and I purchased this house 6 years ago my taxes have increased over \$1500 per year and are now \$6000 annually. Should Arlington become a sanctuary city, and President Trump withhold the federal money we have come to rely on, my taxes would surely be raised again. Quite frankly I don't have it. And there is another debt exclusion looming in a year or two for much needed repairs to the high school. I believe asking for more money now could jeopardize the success of getting that debt exclusion passed.

The Sanctuary City is a nice idea but it is purely symbolic. Police chief Ryan has stated his department will not change its policing policies as it already polices as if were a sanctuary city. I urge you to reject this proposal as a potential waste of taxpayer dollars.

Sincerely,

Janine DiTore
49 Candia Street

From: "Adam Chapdelaine" <AChapdelaine@town.arlington.ma.us>
To: "Marie Krepelka" <MKrepelka@town.arlington.ma.us>
Date: 02/01/2017 12:55 PM
Subject: Fwd: Opposition to Making Arlington a Sanctuary Town

Adam W. Chapdelaine
Town Manager
Town of Arlington
730 Massachusetts Avenue
Arlington, MA 02476
(781) 316-3010

-----Original Message-----

From: Rich <leecehan@gmail.com>
To: achapdelaine@town.arlington.ma.us
Date: Tue, 31 Jan 2017 20:10:57 -0500
Subject: Opposition to Making Arlington a Sanctuary Town

Hi Adam,

This is Rich Lee of 6 Norcross Circle. Thank you for all that you have done for Arlington.

I wish to let you know that I oppose making Arlington a Sanctuary Town. I do not like many of our President's policies and I did not vote for him. However, I do not feel that it is the duty of our local government to demonstrate our opposition to his policies regarding illegal immigrants.

Sincerely,

Rich Lee

Addressing the Idea of Arlington, MA becoming a Sanctuary City

Lisa Kelley <lkelley@wlfrench.com>

Tue 1/31/2017 3:06 PM

Inbox

From: Lisa Kelley

Sent: Tuesday, January 31, 2017 2:00 PM

To: 'sbyrne@town.arlington.ma.us' <sbyrne@town.arlington.ma.us>; 'jcurro@town.arlington.ma.us' <jcurro@town.arlington.ma.us>; 'ddunn@town.arlington.ma.us' <ddunn@town.arlington.ma.us>; 'kgreeley@town.arlington.ma.us' <kgreeley@town.arlington.ma.us>; 'dmahon@town.arlington.ma.us' <dmahon@town.arlington.ma.us>

Subject: Addressing the Idea of Arlington, MA becoming a Sanctuary City

To the Town of Arlington Board of Selectmen:

My name is Lisa Kelley. I am a lifelong resident of Arlington, MA. I am a law abiding, tax paying citizen, mother of three, part business owner, community and religious volunteer in our Town.

I writing to address the recent media attention regarding Arlington, MA becoming a Sanctuary Town. (herein referred to as a Sanctuary City)

My first question is, just as Trump is cutting funding for Sanctuary Cities, the Town of Arlington, MA is simultaneously requesting to become one?

It is confusing to me why anyone at the Town level would put forth a concept that would put our overtaxed, financially stressed town in further peril by losing federal funding?

It does appear that the timing of this idea is more 'in spite' of President's Trump cutting of these funds; a knee jerk, retributive response that rides the Anti-Trump wave of protest...in one way, shape or form.

With that said, I do also realize and appreciate that the idea seems to stem from a sense of moral obligation; goodness and decency. (something I live by and preach each day)

But the first moral obligation of any elected official is to its law abiding, tax paying citizens.

And again, given our Town's current tax burden and state of affairs the idea lacks both reason and common sense.

As we all know, Sanctuary Cities do exist to accommodate the needs of illegal immigrants. Ideally, these safe havens should be spread logistically throughout geographic regions and counties in our State to maximize their benefit.

With Somerville and Boston mere miles away, there should be no need for another Sanctuary City in such close range and proximity – including Arlington, MA.

Lastly, my hope is that Towns like Arlington and its community members and volunteers become more engaged and involved in the process of finding ways to help immigrants work through the legal process of gaining full U. S. Citizenship; in effort to be part of the solution rather than part of the problem.

2/1/2017

Addressing the Idea of Arlington, MA becoming a Sanctuary City - pia perrone

Thank you for your time. My contact information is below. I welcome the opportunity to discuss this matter at any time.

Sincerely,

Lisa Kelley and Robert Kelley

96 Cedar Avenue

Arlington, MA 02476

Brackett School District

Precinct 12

Cell 617-212-0075

Email: Lkelley@wlfrench.com

Elizabeth Cammarata
6 Alton Street
Arlington MA 02474
altonstreetdance@aol.com

January 31, 2017
Town of Arlington Board of Selectman
Arlington Town Hall
Arlington, MA 02474

Re: Sanctuary Community Proposal

Dear Selectmen,

Please reconsider your decision to support making Arlington a sanctuary town or "Trust Act" community.

This is an unnecessary decision by the Board that unnecessarily harms our Town's financial and legal situation for the following reasons.

- **Arlington will lose federal funding.**
 - Arlington received over \$6 million in federal funding in fiscal year 2016. Almost all of this funding went to the school system and low to moderate income residents in town.
 - How will the Town recover financially from this federal funding?
 - Will the school budget be cut or will Town services be cut?
 - Or will our taxes be raised?
- **Resulting budget would cause higher taxes/fees and/or service cuts.**
- **Town's credit rating can be negatively impacted. This would affect Arlington's funding of future activities.**
- **Police Chief Ryan said this status is not necessary.**

Why declare sanctuary status and lose federal money if it will not change how the police already do their job? Is this a political statement that overlooks the best interests of the Town?

Please reconsider your support of making Arlington a Sanctuary Town.

We appreciate your consideration and look forward to your response.

Thank you for your time,

Elizabeth Cammarata

Eileen and Joe Cahill
48 Dickson Avenue
Arlington, MA 02474
617-335-8455
eileentighecahill@gmail.com

January 31, 2017

Town of Arlington Board of Selectmen
Arlington Town Hall
730 Massachusetts Avenue
Arlington, MA 02476-4908

Re: Sanctuary Town or "Trust Act" Proposal

Dear Selectmen,

Please reconsider your decision to support making Arlington a sanctuary town or "Trust Act" community.

This is an unnecessary decision by the Board that unnecessarily harms our Town's financial and legal situation for the following reasons.

- Arlington will lose federal funding.
 - Arlington received over \$6 million in federal funding in fiscal year 2016. Almost all of this funding went to the school system and low to moderate income residents in town.
 - How will the Town recover financially from this federal funding?
 - Will the school budget be cut or will Town services be cut?
 - Or will our taxes be raised?
- Resulting budget would cause higher taxes/fees and/or service cuts.
- Town's credit rating can be negatively impacted. This would affect Arlington's funding of future activities.
- Police Chief Ryan said this status is not necessary.

Why declare sanctuary status and lose federal money if it will not change how the police already do their job? Is this a political statement that overlooks the best interests of the Town?

Please reconsider your support of making Arlington a Sanctuary Town.

We appreciate your consideration and look forward to your response.

Sincerely,


Eileen and Joe Cahill

From: Christine Kerble <jckerble@aol.com>

To: kgreeley <kgreeley@town.arlington.ma.us>; ddunn <ddunn@town.arlington.ma.us>; jcurro <jcurro@town.arlington.ma.us>; sbyrne <sbyrne@town.arlington.ma.us>; achapderlaine <achapderlaine@town.arlington.ma.us>; dmahon <dmahon@town.arlington.ma.us>

Subject: Sanctuary status

Date: Mon, Jan 30, 2017 11:52 am

Dear Mr. Dunn,

I read your response to my husband's email about sanctuary status. I can honestly say I wish I hadn't. I am deeply disturbed and angered by your response.

While I understand your desire to turn a simple legal issue into a moral one, as you did when declaring that the legal designation of Arlington as a sanctuary city is one of "what is right or wrong", really what skills and experience do you have to make these decisions for all of us?

I look to religious leaders for deciding what is right or wrong. Arlington's Selectmen are elected to carry out ("execute") the laws and bylaws of the town, Massachusetts and the Federal government in reverse order, not to decide what is the moral obligations of residents.

Deciding on a legal designation as a sanctuary city is not a moral question but defiance of a federal authority. So I ask you again, in all honesty. What experience and skills do you bring to a moral discussion of what is right and what is wrong? You do not know with 100% accuracy what the actual loss of federal funds will be so please do not provide numbers you are estimating to the tax payers. Even if the loss, is as you predict, that is still a significant amount. 3% of our income is not money we can afford to lose. Taxpayers in this town are already paying too much and getting too little, they can not afford to pay more. We are all concerned with the people you have described in your letter. I am however, also concerned with my child going to a safe school that will not fall down around him. Or a school so overcrowded he is missing out on a fair education. Your reference to not losing school funding may be accurate but funds will have to be reallocated to cover the money we lost. You are not at all concerned with the tax paying citizens and taking their opinions into account. You clearly have decided your only concern is for one group, you made that perfectly clear by your response. Thank you also for allowing us to share your response. The response has helped me educate many of the tax paying residents that you don't feel losing millions of dollars is that significant.

Christine Kerble
Precinct 15

DC & Sharon Seward
40 Dickson Avenue
Arlington, MA 02474

Town of Arlington Board of Selectmen
Arlington Town Hall
730 Massachusetts Avenue
Arlington, MA 02476-4908
1/31/17

Re: Sanctuary town proposal

Dear Selectmen:

The town meeting member, Mr. Joe Kerble, forwarded us the response letter Selectman Dan Dunn wrote in response to Joe's concerns about Arlington becoming a sanctuary town. As residents, we would like to offer our thoughts as well. We don't agree with the opinion that Arlington should become a sanctuary town.

First of all, the town of Arlington is and always has been an inclusive community, to all its LEGAL residents. Sharon is a Chinese native, and we have been living in this town for the past 17 years. We can say with first-hand experience and full confidence that Arlington is a friendly, racial-blind, sex-blind, all-inclusive town. People who live in Arlington are the most sincere, hard-working, and genuine people. I admire and respect them. We want the best for these people, because they truly deserve it. Not being a sanctuary town doesn't make Arlington any less inclusive and diverse. However, being a sanctuary town will potentially hinder the safety and wellbeing of these wonderful people. We think you would agree with our strong sentiment towards the Arlington residents. Thank you for serving this town, for having the best interests of these people at heart!

Second, we do feel strong sympathy towards those who are or have endured hardship, may it be persecution because of gender, religion, race, or political views. Having lived under the communist regime in China, Sharon has personally experienced "a place where the government was their enemy, and the police was threat in their life". We understand why people want to escape that situation. The U.S. has laws and legal processes in place that help and protect these people. They can apply for political asylum and become LEGAL immigrants. Sharon has worked in the federal immigration court for years as an interpreter to help these people. There are also numerous charitable organizations that provide services to these people. We are more than happy to help these legal immigrants.

Having said all that, we believe there is an important distinction here: LEGAL vs. ILLEGAL. Only because people are experiencing hard times, it doesn't mean their illegal acts can be justified. If the laws of the United States consider these people to be illegal immigrants, then these people do NOT have the legal rights to stay in this country. If the laws of the United States prevent some people from working in this country, then these people should not work in this country. We are talking about ILLEGAL immigrants. They do NOT have the same rights as the citizens of this country. They do not have the right to taxpayer's dollars, they do not have the right to share the scarce resources our schools have to educate our children, they certainly do not have the right to demand equal or even preferential treatment. ONLY the citizens and legal residents of this country have these rights. This is a country of law and order. Without this foundation, this country will fall into chaos, anarchy or even worse, dictatorship and tyranny. We cannot ignore the law simply because it is inconvenient, "doesn't feel right" or against the

popular view at the moment. We need to uphold the law under all circumstances, not pick and choose which to enforce and which to ignore. If certain law is unfair or out-of-date, these are proper procedures to amend or eradicate it. It is not up to the individual citizens or towns to make that decision.

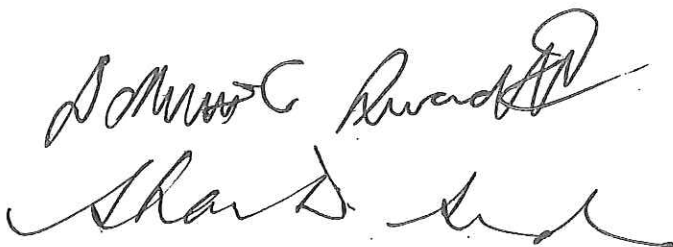
The definition of "sanctuary town" is a town where local authorities don't try to enforce federal immigration laws or hold undocumented immigrants in jail at the request of Immigration and Customs Enforcement (ICE). From our experience working with federal law enforcement agencies, including ICE, we can tell you that if these agencies want to hold someone in jail, they certainly have a good reason. They don't just detain people for the sake of detaining them. These people are a potential danger to our community, and you want to let them free. We have seen federal agents letting go of "women who work in indentured servitude at the nail salon, or in the sex trade" and instead go after the human traffickers who take advantage of their unfortunate circumstances. As a matter of fact, there are victim specialists at the federal agencies who offer these women federal resources, especially set up to help them. To obtain a detaining order, these agencies have to clear a very high bar at the federal court. Their requests are justified. The town police needs to take their requests seriously and follow the same federal laws. Ignoring the requests and letting these people loose on the streets could potentially lead to serious crimes being committed. Just look at the case of Kate Steinle in San Francisco. Federal and local law enforcement are on the same side, to protect our citizens, people who reside in Arlington LEGALLY. As town selectmen, the safety and well-being of these people should be your first priority.

You are right, "this is a question of right and wrong". It is a question of priority and loyalty. It is a question of law and order. You noticed, we haven't even mentioned the possibility of losing federal funding. We agree with you, it is worth the money to do the right thing. But making Arlington a sanctuary town is NOT the right thing to do.

Finally, we question the timing of this proposal. As Police Chief Ryan stated, "The way we conduct our duties and the policies and the mission of the Arlington Police Department essentially are one in the same of a sanctuary city." So, why bring up this proposal now? We can't imagine any other motive than a cheap political stunt. At a time when the country is so deeply divided, Arlington should be working towards unity, not further dividing our residents by bringing up a controversial proposal such as this. We should be looking for common grounds, working together to strengthen our community.

Respectfully,

DC & Sharon Seward

The block contains two handwritten signatures in black ink. The top signature is for DC Seward and the bottom signature is for Sharon Seward. Both are written in a cursive, flowing style.

Outlook Express
File Edit View Tools Help
New Reply Delete Archive Junk

Folders

- Inbox
- Junk Email
- Drafts
- Sent Items
- Deleted Items
- Archive
- Junk
- POP

FW: Sanctuary status

Crystal C Carvotta-Brown <ccarvotta-brown@town.arlingtonva.gov>

Your 5Byrne@town.arlingtonva.gov+4 more

Town Officials:

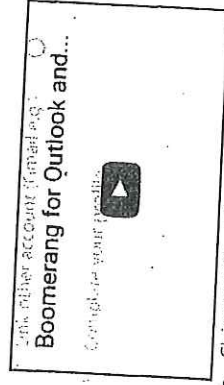
My email to you today is as a result of Dan Dunn's email response to Joe Kerble's email below. I recently contacted Mr. Kerble to express my concerns about the potential of Arlington becoming a so-called "sanctuary city." I am a resident of precinct 15. My first reaction after reading Dan's response was, "Is he kidding?" The merits of being a sanctuary town? Why is this not considered harboring a fugitive? These people are illegally here. I'll be politically correct and not call them "illegal aliens" but they are here because they have broken the law and they do not deserve protection by us or any other Massachusetts city or town. Sure, I'm sympathetic to anyone who has found themselves working in indentured servitude or as a sex slave in another country, but that does not mean that I am willing to put my or my family's life at risk to allow someone who has done something illegal to live in my backyard! They need to come to the United States of America legally, just like my ancestors did. I have worked too hard and too long and have been a resident of this town virtually my entire lifetime and I refuse to sit back and watch our elected officials act with blatant disregard for the law. I am truly sorry that other countries are not as safe and as democratic as ours is, but that doesn't mean that I will condone my town officials' actions in choosing to look the other way when individuals in my town are breaking the law so brazenly. We expect our elected officials to uphold the laws, not create their own. We also expect our elected officials to represent us too, the legal taxpaying residents of Arlington.

Crystal

Crystal C. Carvotta-Brown, JD, RN

Get Started Boomerang...

Make Outlook your own in just a few clicks. The ultimate email productivity tool. Send later, track responses, schedule meetings, and manage account and log in.



★ Claim your free Microsoft reward

By clicking Continue, you agree to the
Your current status for this add-in.

Cancel

Completion Microsoft Rewards i

Fwd: Sanctuary Status

Bill French Jr <billjr@wlfrench.com>

Tue 1/31/2017 2:56 PM

To: piaperrone@hotmail.com <piaperrone@hotmail.com>;

Sent from my iPhone

Begin forwarded message:

From: <billjr@wlfrench.com>

Date: January 30, 2017 at 10:01:24 PM EST

To: <SByrne@town.arlington.ma.us>, <ccarvotta-brown@suffolk.edu>, <JCurro@town.arlington.ma.us>, <DDunn@town.arlington.ma.us>, <KGreeley@town.arlington.ma.us>, <DMahon@town.arlington.ma.us>, <achapderlaine@town.arlington.ma.us>, <Brotherslawn@hotmail.com>

Subject: Sanctuary Status

Dear elected officials,

I am writing this email based on my growing concern with your decision to try and make Arlington a "Sanctuary City". I am a 40 year old father of two who has lived in Arlington for 36 years. My wife Christine has lived here her entire 40 years. As a business man, I find Mr. Dunn's response to Joe Kerble's email completely short sighted. First and foremost, our focus as a town (and as a country) should be on securing a proper system for our law abiding and hard working immigrants that's specifically designed for them to receive citizenship in a reasonable time frame. Giving these folks a few cities to reside in puts them in legal limbo as a group. Is it compassionate to tell these people that they are only wanted in few cities per state?

Mr. Dunn speaks of what is right and what is wrong in his email reply, yet its you - our elected officials - who believe breaking federal law is a reasonable thing to do!? What lesson is this teaching our children? If you disagree with a law, you can just break it based on opinion? That's ridiculous!

The town of Arlington's elected officials have been chosen by the people to make sound judgments about the town and its LEGAL citizens. You were not elected to restore the "health and happiness" of people who are here illegally. Mr. Dunn makes it abundantly clear that fiscal matters are really not a concern of his/yours by stating that this decision will cost maybe "a few thousand dollars" and in worst case scenario 3% of the towns revenues. These statements have zero merit. To properly manage a town, city, or business, we must first understand our costs. By becoming a Sanctuary City we are openly inviting illegal immigrants from all over the world to come to our town. How are we to establish a proper budget for the costs associated with an influx of people if the people are undocumented? Mr. Dunn dismisses the fiscal responsibility that you all have to our town and its people by saying "we may lose a couple of grants for public safety". Who do you people think you are? You are welcoming undocumented people into our town and putting our children at risk! We will need MORE funding for public safety if this comes to fruition, not less!!!

It is clear to me, and others within the town, that this decision is based solely on peoples opinions, not what is best for our town. It is obvious to me that

2/1/2017

Fwd: Sanctuary Status - pia perrone

Arlington's finances have not been properly taken into consideration here. Other communities in our area that have become Sanctuary Cities are actual "cities" not towns. These cities enjoy the massive tax revenues of major corporations and institutions and yet our tax basis is built mostly on personal real estate tax. I am glad that our elected officials think spending everyone's hard earned money without proper fiscal responsibility is not a big deal. Words cannot convey how shocked I am at the audacity of our elected officials concerning this matter.

Bill French, Jr.

75 Winchester Road



Town of Arlington, Massachusetts

Articles for Review:

Summary:

- Article 21 Vote/Surveillance Study Group
- Article 22 Acceptance of Legislation/Senior Property Tax Work-Off Program
- Article 23 Acceptance of Legislation/Veteran Property Tax Work-Off Program
- Article 24 Acceptance of Legislation/Elderly and Disabled Taxation Fund
- Article 25 Acceptance of Legislation/CPI Adjustment for Elderly Residents



Town of Arlington, Massachusetts

ACMI Financial Statement June 30, 2016 and 2015

Summary:

Auditors' Report - Nardella & Taylor, LLP

ATTACHMENTS:

Type	File Name	Description
▢ Reference Material	ACMI_FINAL_AUDITED_FS_6.30.16.pdf	Audit Report

ARLINGTON COMMUNITY MEDIA, INC.

Financial Statements and Supplementary Information

June 30, 2016 and 2015

(With Independent Auditors' Report Thereon)



NARDELLA & TAYLOR, LLP
CERTIFIED PUBLIC ACCOUNTANTS

24 Hartwell Avenue
Lexington, Massachusetts 02420

Telephone: 781 862-6833
Facsimile: 781 862-8277

INDEPENDENT AUDITORS' REPORT

The Board of Directors
Arlington Community Media, Inc.
Arlington, MA

We have audited the accompanying financial statements of Arlington Community Media, Inc., which comprise the statement of financial position as of June 30, 2016 and 2015, and the related statements of activities and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Arlington Community Media, Inc. as of June 30, 2016 and 2015, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The supplemental schedules of functional expenses for the years ended June 30, 2016 and 2015 are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Nardella + Taylor, LLP

November 8, 2016

ARLINGTON COMMUNITY MEDIA, INC.

Statements of Financial Position

June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
<u>Assets</u>		
Current assets:		
Cash and cash equivalents	\$ 644,516	\$ 607,266
Accounts receivable	223,527	227,708
Prepaid expenses	8,308	-
Total current assets	<u>876,351</u>	<u>834,974</u>
Property and equipment:		
Computers and equipment	827,450	758,482
Leasehold improvements	111,346	109,701
Furniture and fixtures	37,262	37,262
	<u>976,058</u>	<u>905,445</u>
Less accumulated depreciation and amortization	(764,760)	(647,157)
Property and equipment, net	<u>211,298</u>	<u>258,288</u>
Other assets:		
Assets restricted for investment in property and equipment	76,828	108,232
Security deposits	2,400	2,400
Temporary investments designated for long-term operations	555,000	555,000
Total assets	<u>\$ 1,721,877</u>	<u>\$ 1,758,894</u>
<u>Liabilities and Net Assets</u>		
Current liabilities:		
Accounts payable	\$ 7,064	\$ 9,226
Accrued expenses	27,118	29,430
Total current liabilities	<u>34,182</u>	<u>38,656</u>
Net assets:		
Unrestricted:		
Board-designated for long-term operations	555,000	555,000
Undesignated	1,045,358	1,046,497
Total unrestricted	<u>1,600,358</u>	<u>1,601,497</u>
Temporarily restricted	87,337	118,741
Total net assets	<u>1,687,695</u>	<u>1,720,238</u>
Total liabilities and net assets	<u>\$ 1,721,877</u>	<u>\$ 1,758,894</u>

The accompanying notes are an integral part of these financial statements.

ARLINGTON COMMUNITY MEDIA, INC.

Statements of Activities and Changes in Net Assets

For the Years Ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Changes in unrestricted net assets:		
Revenues:		
Municipal contracts	\$ 869,954	\$ 885,915
Membership dues and workshop fees	3,920	4,425
Investment income	997	737
Gain on disposal of equipment	20	-
Other income	2,401	-
Net assets released from restriction	72,414	76,504
Total support and revenue	<u>949,706</u>	<u>967,581</u>
Expenses:		
Program - production and broadcasting	613,235	590,587
General and administrative	337,611	319,507
Total expenses	<u>950,846</u>	<u>910,094</u>
Increase (decrease) in unrestricted net assets	<u>(1,140)</u>	<u>57,487</u>
Changes in temporarily restricted net assets:		
Revenues:		
Capital grants	40,000	73,333
Investment income	1,011	1,447
Net assets released from restriction	<u>(72,414)</u>	<u>(76,504)</u>
Decrease in temporarily restricted net assets	<u>(31,403)</u>	<u>(1,724)</u>
Increase (decrease) in net assets	(32,543)	55,763
Net assets, beginning of year	<u>1,720,238</u>	<u>1,664,475</u>
Net assets, end of year	<u><u>\$ 1,687,695</u></u>	<u><u>\$ 1,720,238</u></u>

The accompanying notes are an integral part of these financial statements.

ARLINGTON COMMUNITY MEDIA, INC.

Statements of Cash Flows

For the Years Ended June 30, 2016 and 2015

	<u>2016</u>	<u>2015</u>
Cash flows from operating activities:		
Increase (decrease) in net assets	\$ (32,543)	\$ 55,763
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:		
Contributions restricted		
for investment in property and equipment	(40,000)	(73,333)
Net gain on sale of equipment	(20)	-
Depreciation and amortization	118,354	110,383
Decrease (increase) in accounts receivable	4,181	(1,283)
Decrease (increase) in prepaid expenses	(8,308)	9,700
Decrease in accounts payable	(2,162)	(4,845)
Increase (decrease) in accrued expenses	(2,312)	1,673
Net cash provided by operating activities	<u>37,190</u>	<u>98,058</u>
Cash flows from investing activities:		
Decrease in deposits on equipment	-	5,000
Decrease in assets restricted for		
investment in property and equipment	31,404	1,724
Proceeds from sale of equipment	1,070	-
Purchases of property and equipment	(72,414)	(76,504)
Net cash used in investing activities	<u>(39,940)</u>	<u>(69,780)</u>
Cash flows from financing activities:		
Contributions restricted		
for investment in property and equipment	40,000	73,333
Net cash provided by financing activities	<u>40,000</u>	<u>73,333</u>
Increase in cash and cash equivalents	37,250	101,611
Cash and cash equivalents at beginning of year	<u>607,266</u>	<u>505,655</u>
Cash and cash equivalents at end of year	<u>\$ 644,516</u>	<u>\$ 607,266</u>

The accompanying notes are an integral part of these financial statements.

ARLINGTON COMMUNITY MEDIA, INC.

Notes to Financial Statements

June 30, 2016 and 2015

(1) Nature of Operations

Arlington Community Media, Inc. (the “Organization”) was established in Massachusetts as a nonprofit, membership-based organization dedicated to providing an electronic forum for the free exchange of information and ideas, which reflect the talents, skills, interests, concerns and diversity of the Arlington, Massachusetts community. The Organization manages facilities for community access TV programming on the Public, Educational, and Governmental (“PEG”) access channels on the Arlington cable communications systems. The Organization also provides access to, and training in, telecommunications technology to members of the community.

(2) Summary of Significant Accounting Policies

The following is a summary of significant accounting policies applied by Arlington Community Media, Inc. in the preparation of the accompanying financial statements.

(a) Net Assets

The Organization reports its financial information regarding its financial position and activities according to three classes of net assets: unrestricted net assets; temporarily restricted net assets, and permanently restricted net assets. Unrestricted net assets represent amounts without donor-imposed time or purpose restrictions as of the reporting date. Temporarily restricted net assets represent amounts received with donor-imposed time restrictions that have not yet expired or donor-imposed purpose restrictions which have not yet been satisfied by the Organization. Permanently restricted net assets represent amounts with donor-imposed restrictions requiring those amounts to be held in perpetuity. None of the Organization’s net assets are classified as permanently restricted as of June 30, 2016 and 2015.

(b) Basis of Accounting

The financial statements have been prepared using the accrual basis of accounting. Under the accrual basis of accounting, revenues are recorded when earned and expenses are recorded at the time the liabilities are incurred.

(c) Cash Equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid debt instruments with an original maturity of three months or less to be cash equivalents, unless such securities were acquired by the Organization using cash restricted by the resource provider for the acquisition of equipment or other long-lived assets, or if such assets are designated for long-term operations by the Organization’s Board of Directors.

(d) Revenue Recognition and Reporting

On July 26, 2006, the Organization entered into a 10 year agreement with the Town of Arlington (the “Town”) to provide cable television access to the Town’s residents which expired on July 1, 2016 (see Note 8 for additional information). The Town supports PEG access services by

ARLINGTON COMMUNITY MEDIA, INC.

Notes to Financial Statements

June 30, 2016 and 2015

collecting 5% of the gross annual revenues from the cable television companies who have licenses to do business in the Town. In addition, the cable companies have agreed to make annual capital contributions for agreed-upon amounts.

As of June 30, 2016, substantially all of the Organization's revenues are derived from its contract with the Town. The Town pays the license fees and capital contributions to ACMI when they are received from the cable companies. License fees are recognized when all of the following terms have been met: they have been earned under the terms of the contract, the amount of fees to be received is fixed or determinable, and collectability is reasonably assured.

Contributions and grants to the Organization are recognized as revenue upon the receipt of the earlier of either (a) unconditional promises to give (b) cash or other assets. Conditional promises to give are not recorded as revenue until donor-imposed conditions have been substantially met. There were no conditional promises to give to the Organization at June 30, 2016. At June 30, 2015 conditional promises to give to the Organization amounted to \$40,000. This represented a future grant for capital expenditures which was conditional upon the Organization complying with the terms of its contract with the Town. The \$40,000 conditional promise to give became unconditional and was received during the year ended June 30, 2016.

The Organization reports grants and gifts as unrestricted support if they are received without stipulations that would limit the use of the assets. They are classified as increases in temporarily restricted net assets if restrictions have been imposed on their use, including those for which payment is not due until future periods. Upon the satisfaction of the purpose or time restriction, the net assets are reclassified as unrestricted support.

The Organization recognizes the release of net assets temporarily restricted for the purchase of property and equipment once the purchased property and equipment have been placed in service.

Membership dues are recognized ratably over the period of membership. Fees for workshops are recognized when the workshop is held.

(e) Accounts and Contributions Receivable

The Organization considers its receivables, consisting of license fees and capital grants receivable from the Town, to be fully collectible; accordingly, no allowance for doubtful accounts is required. If amounts become uncollectible, they will be charged to expense when that determination is made. At June 30, 2016, all receivables are expected to be collected by the Organization within one year.

(f) Property and Equipment

Property and equipment are stated at cost, or if donated, at estimated fair market value on the date of donation. The Organization's policy is to capitalize property and equipment items with estimated useful lives of greater than one year at the time of acquisition. Depreciation and amortization are provided over the estimated useful lives of the respective assets on a straight-line basis over the following periods:

ARLINGTON COMMUNITY MEDIA, INC.

Notes to Financial Statements

June 30, 2016 and 2015

Computers and equipment	2 – 7 years
Furniture and fixtures	7 years
Leasehold improvements	The lesser of the asset's useful life or the remaining term of the lease when the asset is acquired.

(g) Income Taxes

Arlington Community Media, Inc. is a not-for-profit organization under Section 501(c) (3) of the Internal Revenue Code and is exempt from income tax. The Organization files tax returns in the U.S. federal jurisdiction and in Massachusetts.

(h) Use of Estimates

The preparation of financial statements in accordance with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

(i) Marketing and Advertising Costs

The Organization expenses marketing and advertising costs as incurred. These costs amounted to \$27,396 and \$25,827, during the years ended June 30, 2016 and 2015, respectively.

(j) Functional Allocation of Expenses

The costs of providing the program and supporting services have been summarized on a functional basis in the statement of activities and changes in net assets. Accordingly, certain costs have been allocated among the program and supporting services benefited.

(k) Assets Restricted for Investment in Property and Equipment

Assets restricted for investment in property and equipment consist of accounts receivable and cash from funding sources that have restricted their use to the purchase of capital equipment, as well as temporary investments (highly liquid debt instruments with original maturities of three months or less) that have been purchased therewith. As of June 30, 2016, assets whose use is limited to investment in property and equipment consisted of \$76,828 of cash and cash equivalents. As of June 30, 2015, assets whose use is limited to investment in property and equipment consisted of \$33,333 of grants receivable and \$74,899 of cash and cash equivalents.

(l) Temporary Investments Designated for Long-Term Operations

Temporary investments designated for long-term operations consist of cash and cash equivalents which, as of the date of statement financial position, have been designated for long-term use by the Organization's Board of Directors. Because these assets are designated for long-term use,

ARLINGTON COMMUNITY MEDIA, INC.

Notes to Financial Statements

June 30, 2016 and 2015

they are presented as non-current assets on the Organization's statement of financial position (See also Note 4).

(3) Temporarily Restricted Net Assets

Temporarily restricted net assets consist of the following at June 30:

	<u>2016</u>	<u>2015</u>
Purpose restrictions:		
Production and broadcasting:		
Arlington Cable Access Volunteers'		
Legacy Fund, education and training	\$ 10,509	\$ 10,509
Acquisition of property and equipment	<u>76,828</u>	<u>108,232</u>
	<u>\$ 87,337</u>	<u>\$ 118,741</u>

Net assets released from restriction include the following:

	<u>2016</u>	<u>2015</u>
Purpose restrictions accomplished:		
Production and broadcasting - acquisition of property and equipment	\$ 72,414	\$ 76,504
	<u>\$ 72,414</u>	<u>\$ 76,504</u>

(4) Board-Designated Funds

Long-term Operating Fund

In June 2011, the Board of Directors established a long-term operating fund as a cash reserve in order to meet operating cash needs should they arise in future years. The long-term operating fund is funded at the discretion of the Board and funds may be spent subject to Board approval.

(5) Commitments and Contingencies

Lease Agreements

The Organization leases office and studio space under various long-term lease agreements as described below. Total rental expense under operating leases, including common area maintenance and taxes, amounted to \$78,459 and \$78,674 for the years ended June 30, 2016 and 2015, respectively.

The Organization had an agreement with the Town to rent its current office and primary studio space from the Town through June 30, 2016. Monthly rental expense during the year ended June 30, 2016 was \$3,760 per month. Rental rates are adjusted annually based on the Consumer Price Index. For the period from July 1, 2016 through the date these financial statements were

ARLINGTON COMMUNITY MEDIA, INC.

Notes to Financial Statements

June 30, 2016 and 2015

available to be issued the Organization has continued to lease this space on a month-to-month basis.

During the year ended June 30, 2012, the Organization entered into a lease agreement to rent additional studio space at a location in Arlington, MA for the period from December 1, 2011 through November 30, 2014 at a base rate of \$2,400 per month. Rental rates are adjusted upward annually on December 1, based on the consumer price index. Beginning December 1, 2013 and through November 30, 2014 the monthly rent was \$2,447. Monthly rent for the period from December 1, 2014 through June 30, 2015 was \$2,497. The Organization had an option to renew this lease for an additional two-year period beginning on December 1, 2014 which was not exercised, however the Organization has continued to lease the space on a month-to-month basis. Monthly rent was charged at a rate of \$2,497 per month from December 1, 2014 through June 30, 2016. Under the lease agreement, the Organization is responsible for paying twenty percent of the annual real estate taxes and insurance on the land and buildings of which the leased premises are a part. Furthermore, according to the lease agreement, the Organization is also responsible for paying twenty percent of the parking lot maintenance costs incurred by the landlord for the operation and maintenance of the land and buildings of which the leased premises are a part.

Agreement with Town of Arlington

In the event that the Organization ceases to serve as the Town's PEG access provider, any and all funds, equipment and property ceded to the Organization by Comcast (a cable provider) or purchased or acquired by the Organization with funds provided by the Town pursuant to the Organization's agreement with the Town, will become the property of the Town and shall revert to the Town or its designee. As of June 30, 2016 and 2015, respectively, this provision would result in the relinquishment of substantially all assets were the Organization to cease to serve as the Town's PEG access provider.

(6) Concentrations of Credit Risk

Financial instruments that potentially subject the Organization to concentrations of credit risk consist principally of temporary cash investments and receivables. The carrying amounts of these financial instruments approximate their fair value because of the short-term nature of these items.

The Organization places its temporary cash investments with a Massachusetts-chartered savings bank which is insured by The Federal Deposit Insurance Corporation ("FDIC") and is also a member of the Depositors Insurance Fund ("DIF"). FDIC provides insurance of up to \$250,000 per depositor, per insured bank and DIF insures all amounts in excess of FDIC insured limits deposited with member banks.

The Organization's ability to continue operations is dependent on future license fees and capital grants received from the Town. As of June 30, 2016 and 2015, accounts and capital grants receivable from the Town amounted to \$220,412 (98.6%) and \$257,926 (98.8%) of total receivables, respectively. On the Organization's June 30, 2016 statement of financial position, \$220,412 of accounts receivable from the Town were included in accounts receivable. On the

ARLINGTON COMMUNITY MEDIA, INC.

Notes to Financial Statements

June 30, 2016 and 2015

Organization's June 30, 2015 statement of financial position, \$224,593 of accounts receivable from the Town were included in accounts receivable and \$33,333 of capital grants receivable from the Town were included in assets restricted for investment of property and equipment. Credit is granted to the Town without collateral

(7) Retirement Plan

The Organization sponsors a defined contribution retirement plan for eligible employees. The Organization contributed \$11,187 and \$11,944 to the plan during the years ended June 30, 2016 and 2015, respectively.

(8) Subsequent Events

The Organization has evaluated all subsequent events that occurred after June 30, 2016 through November 8, 2016, the date when these financial statements were available to be issued.

Expiration of Contract with Town

On July 1, 2016 the Organization's contract with the Town expired. The Organization intends to enter into a new contract with the Town, however, the Town will not enter into a new contract with the Organization until the Town has entered into new contracts with at least two of the cable providers that operate within the Town as these entities provide the funding which the Town remits to the Organization.

As of the date the financial statements were available to be issued the Town has entered into a new long-term contract with one cable provider that extends for 10 years, is in the process of negotiating a contract with a second cable provider (which expired on July 1, 2016), and has not yet begun negotiations with the third cable provider as the contract between the town and that entity does not expire until July 1, 2017.

It is presently the Organization's understanding that even without a formal contract between the Town and the Organization for the year ending June 30, 2017 the Town will continue to remit to the Organization funds received from the cable company with whom the Town has negotiated a new contract, the cable company with whom it is negotiations (once an agreement between this entity and the Town has been reached), and the cable company whose contract does not expire until June 30, 2017. With regards to the cable company whose contract with the town has expired and is presently being negotiated, the Organization does not expect to receive funding from the Town from this cable company until a new contract between this cable company and the Town is entered into, however, the Organization believes that once this is achieved the Town will receive and remit 5% of the cable company's quarterly gross revenue from sales within the Town calculated retroactively from July 1, 2016. Although the Organization believes such an agreement will be reached during the year ending June 30, 2017, the Organization's management believes the Organization has adequate financial reserves to continue as a going concern through June 30, 2017 even if no agreement is reached between the Town and the second cable provider during that year. The Organization also views as remote the likelihood that the Town will fail to

ARLINGTON COMMUNITY MEDIA, INC.

Notes to Financial Statements

June 30, 2016 and 2015

reach an agreement with any of the providers that provides adequate funding for the Organization to continue its operations.

ARLINGTON COMMUNITY MEDIA, INC.

Schedules of Functional Expenses

(Supplementary Information)

For the Years Ended June 30, 2016 and 2015

Expense	Program Services		Support Services		2016 Total	Expense	Program Services		Support Services		2015 Total
	Production and Broadcasting		General and Administrative				Production and Broadcasting		General and Administrative		
Salaries and wages	\$ 268,608		147,840	\$ 416,448		Salaries and wages	\$ 277,274		145,188	\$ 422,462	
Payroll taxes and benefits	60,684		33,400	94,084		Payroll taxes and benefits	62,159		39,203	101,362	
Rent	66,690		11,769	78,459		Rent	66,873		11,801	78,674	
Depreciation and amortization	94,683		23,671	118,354		Depreciation and amortization	88,306		22,077	110,383	
Building maintenance	3,677		14,707	18,384		Building maintenance	3,847		15,389	19,236	
Equipment repairs and maintenance	16,279		4,070	20,349		Equipment repairs and maintenance	17,381		4,345	21,726	
Professional fees	51,351		22,007	73,358		Professional fees	33,720		20,324	54,044	
Insurance	13,826		3,457	17,283		Insurance	11,217		2,804	14,021	
Special events	-		15,837	15,837		Special events	-		5,071	5,071	
Advertising and marketing	-		27,396	27,396		Advertising and marketing	-		25,827	25,827	
Supplies	9,004		3,859	12,863		Supplies	12,020		5,151	17,171	
Postage and delivery	66		596	662		Postage and delivery	119		1,071	1,190	
Telephone and internet	2,016		4,705	6,721		Telephone and internet	2,206		5,146	7,352	
Meetings and food	5,713		2,449	8,162		Meetings and food	7,324		3,139	10,463	
Utilities	19,514		4,879	24,393		Utilities	6,343		1,586	7,929	
Travel and training	1,124		3,371	4,495		Travel and training	1,798		5,393	7,191	
Dues and subscriptions	-		13,086	13,086		Dues and subscriptions	-		5,742	5,742	
Other taxes and fees	-		512	512		Other taxes and fees	-		250	250	
Total expenses	\$ 613,235		\$ 337,611	\$ 950,846		Total expenses	\$ 590,587		\$ 319,507	\$ 910,094	

See accompanying independent auditors' report.



Town of Arlington, Massachusetts

Civics Day Participation Invitation

Summary:

Saturday, March 18, 10:00 a.m. - 2:00 p.m., Town Hall Auditorium
Charlotte Milan, Recycling Coordinator

ATTACHMENTS:

Type	File Name	Description
▢ Reference Material	Ref_Mat_2.27.17_Civics_Day_Request.pdf	departmental invitation to participate



**TOWN OF ARLINGTON
DEPARTMENT OF PUBLIC WORKS**

51 GROVE ST, ARLINGTON, MASSACHUSETTS 02476
TELEPHONE (781) 316-3108 FAX (781) 316-3109

To: Jim Feeney
From: Charlotte Milan
RE: proposed Civics Day event at Town Hall, March 18, 2017

EcoFest is taking a hiatus this spring, which leaves the original reserved date, Saturday March 18, available for another event. Rather than give up this time slot, I propose that we host a civics day. After casually checking in with a few departments, below is an outline for how such an event might be structured and planned.

Goal: "Connecting the dots between the work we do and the people who find it meaningful"- Adam Kurowski

Structure: A fun, free, all-ages Saturday day event at Town Hall that invites to public to engage with Town departments and town-wide initiatives. Interactive "stations" would be set up around the auditorium and expand into the side hallways and upstairs into the Lyons Hearing Room.

Outcomes: residents will meet employees and leadership, learn how to access information via the website and social media, and engage in educational activities around form of government and how to become aware of and active in how the Town functions.

Organizing body: Up to five employees ("organizers") will meet three times to manage logistics and outline a promotional plan. All departments will promote internally and to their constituents, selected (invited? all?) departments will be invited to design an interactive activity, using support and idea generation from the organizers in order to keep to the event goal.

Event title: We need a great one that expresses interactivity and fun.

Examples of interactive, educational activities (any five of these would be sufficient to hold an event):

Our Vehicles: What They Do Interactive vehicle show potentially including Town Manager's EV, street sweeper, front loader, fire ladder, ambulance and police car. In Town Hall parking lot with employees greeting the public and inviting exploration.

GIS Mapping What can you find out from looking at a map? Interactive online and paper mapping activities, building public access to our online resources.

How We're Governed Selectmen and Clerk's Offices collaborate with the League of Women Voters, Governance Task Group and the Diversity Task Group to host a mock Town Meeting and/or hold an information session for potential new Town Meeting members. Could include "What's a Warrant?"

Information and Me Web QA, Town Notices, Arlington Advocate, the Arlington libraries and ACMI Inc team up to show off all our information outlets and give hands-on computer search demonstrations.

Our Open Spaces and Special Places Recreation, natural resources, Historic gems and park volunteerism serve us all and make the Town a great place to live.

Engage, Support and Change Vision 2020 hosts a volunteer engagement activity that help match people with committees and boards that are doing the work visitors care about.

Moving Around Biking, walking and senior transportation service access contribute to our vibrant community.

Events and Tourism What's our master fun schedule? Highlight the coming year so no one misses Porch Fest, Feast of the East, parades and commemorations, Town Day and the Arts Summer Block Party.

March is Reuse Month Single use is out, ReUse is in! From clothes and textiles to grocery bags, we can make an environmental impact starting in our own closets and by developing new shopping habits. Together we'll make grocery bags from old tee shirts and find out about the long international road our donated clothes take as they gain a second (or third) life. Student Green Teams, *Trashformations* recycled student art exhibit (5th year!), compost give-away, rain barrel and compost bins sales, FoodLink snacks.

Additional Departments that could be approached:

Council on Aging- the importance of social connectivity throughout our lives

Human Rights Commission- our welcoming community

Planning- Master plan progress and zoning maps

Health and Human Services- caring for all, our social safety nets

Assessor- database searches

Public Safety- community policing

Overview of *Civics Day* and guide for preparing department *Civics Day* activities

WHAT: Civics Day 2017- a free public event

WHEN: Saturday, March 18, 2017, 10:00 AM to 2:00 PM

WHERE: Town Hall Auditorium, throughout building as needed

WHO: Town departments are invited to host a table/booth for the purpose of meeting the public and sharing about the activities that are vital to public life in our community.

"Government" happens far away by people we don't know. Town government happens at the end of our driveways and in town center by people we see at the grocery store.

The idea of *civics* harkens back to a time when school children learned about forms government and were instilled with a responsibility to participate. While the basics of federal and state government are still taught, local participatory government, or how things actually get done in our neighborhoods, is sometimes a mystery to residents.

Civics Day is a chance for Arlington departments to invite the general public to learn about what we do. In addition, we can expose visitors to the multiple ways they can participate in making Arlington a great place to live, work and play.

We hope to attract new people to Civics Day- newcomers from near and far, those with new free time, and folks just now becoming interested in getting involved locally.

The following are some guiding ideas that answer: what might the public gain from attending and how will our departments potentially benefit from the interaction?

Learning and understanding

New information is stimulating, and the opportunity to *get something* from Civics Day will motivate visitors to come out on March 18. Town departments have the information people want, and Civics Day provides a chance for the general public to wander and explore departments or issues they don't seek on a regular basis.

Make displays big and bold so that they can be seen across the room. The more interactive, the deeper the engagement and learning.

Don't assume visitors know what your department does. In order to place visitors at ease, consider asking, "would you like to hear more about what our department does?" and practice a brief answer, rather than asking "do you have any questions?"

Having fun and interacting with employees

This event is interpersonal. Even if providing critical information and services is at the core of what you do, how you make people feel will have an impact on what they take away from the interaction.

Since this is an all-ages event, consider having a kid-friendly activity available, as that can help parents have more attention to spend on your conversation.

Getting involved, taking action

If all the volunteers took the year off, how differently would your department activities function?

Not everyone is able to or interested in volunteering, but there are many concerned and capable residents with talents our town could benefit from. It will continue to bring energy and passion to events, committees, boards and leadership if we have a clear pipeline for new volunteers to enter. If your department doesn't depend on volunteers, send energized folks to the *Get Involved* table. If you do need volunteers, make sure the *Get Involved* table has your updated contact information and list of open volunteer positions.

Attempt to include some action item residents can take relating to the issues you're highlighting on Civics Day. Whether that's bookmarking the Town's website in their browser, taping a phone number to the fridge, joining a focus group or attending an upcoming training, having a next step ready for visitors will deepen their sense of connection to the value and workings of their government.

Thank you for considering participation in Civics Day 2017.

Please send the following information to Charlotte Milan (x3108 or cmilan@Town.arlington.ma.us) in order to reserve your space.

1. Contact Name
2. Department (or group/committee/nonprofit that you have invited to participate as a department partner)
3. Is one 8' table sufficient for your display? If not, what kind of space works best for your activity?
4. Do you need access to electricity?

NOTES: In the Town Hall auditorium, tape is not allowed on the wood paneling. The TH parking lot will be used by DPW, Police and Fire vehicles that day for a kid's *Meet the Vehicles* activity, so employee/participant parking will be on the side streets.

Confirmed Participants:

DPW Highway- Meet the Vehicles (Dan Warren, Kurt Kelly)

Engineering- new crosswalk beacon on Mass Ave at Swan Place (Joe Szafarowicz)

Tree Warden- how to plant and care for a tree/street trees (Tim Lecuivre)

Veteran's Service (Jeff Chunglo)

Food Pantry (Andi Doane)

Community Safety- meet Meet the Vehicles, community policing (Jim Curran)

Geographic Information Systems- Mapping where we live and play (Adam Kurowski)

School Green Teams- hack old t-shirts into reusable grocery bags (Rachel Oliveri)

Libraries (Maura Deedy)

Arlington Community Media, Inc. (James Milan)



Town of Arlington, Massachusetts

NEW BUSINESS



Town of Arlington, Massachusetts

EXECUTIVE SESSION



Town of Arlington, Massachusetts

Next Meeting of BoS March 13, 2017 at 6:00 p.m.